BETWEEN:

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

AND

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

WHEREAS

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

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PREAMBLE

It is the purpose of both parties to this agreement:

1) to maintain and improve harmonious relations and settled conditions of employment between the Employer, the Employees and the Union;

2) to encourage efficiency in operations;

3) to ensure to the utmost extent possible the safety and physical welfare of the employees;

4) to promote the morale, well-being and security of all employees in the bargaining unit of the Union.

ARTICLE 1 - INTERPRETATION AND DEFINITIONS

1.01 Terms and Conditions

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

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

1.02 Gender

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

*1.03 Definitions

(1) Regular Employee - means an employee who receives benefits such as Short Term Illness, LTD, pension entitlements, medical/dental, etc.

(2) Casual Employee - means an employee who does not receive benefits such as Short Term Illness, LTD, pension, medical/dental, etc.

(3) Date of seniority is the date immediately following completion of the probationary period. This date is subject to change in accordance with the collective agreement.

(4) Regular Hours - means hours of a regularly scheduled shift (i.e. 8 or 9 hours depending on the regular hours assigned to the employee's job classification) including vacation, short term illness, lieu time, general illness, family illness, etc. for which an employee received payment from the employer.

(5) Length of Service - means a period of time, expressed in hours, days, months or years that an employee has received payment for regular hours.

(6) Shoulder Season - means the period of time four (4) weeks immediately preceding and immediately following snow removal season.

(7) Spouse - means husband, wife, common-law or same sex partner.

(8) Work Site

For other than Centreline Painting or Steel Bridge - means the actual physical location where employees are performing job duties for the employer**;**

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

(9) Designated base - means the physical location where an employee is deemed to normally report on his/her scheduled shift or the physical location from where the employee was laid off after having worked at that location (e.g. Project Engineer office, Equipment Base or Ferry) for a period of twenty-two (22) working days or longer. Notwithstanding the above, it is understood that employees may have different summer and winter, construction and maintenance base assignments.

(10) Month - for the purposes of this collective agreement a month is considered to be 22 days for which an employee received payment from the employer within the same calendar month for job duties performed with the exception of approved leaves of absence.

(11) Day - for the purposes of this collective agreement a day is considered to be a regularly scheduled shift for which the employee received payment from the employer

(12) Regular Location - for the purposes of Article 9 of this agreement - regular location is the physical (geographical) location where an employee is working at the time the need arises for a meeting as referred to in Article 9.05.

ARTICLE 2 - MANAGEMENT RIGHTS & UNION RESPONSIBILITY

2.01 Management Rights

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

a) maintain order, discipline and efficiency;

b) hire, discharge, direct, classify, transfer, promote, demote and suspend or otherwise discipline any employee, provided that a claim that any such employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as provided, except a probationary employee will not have the right to grieve a discharge;

c) to assign manpower and to determine size of crews and classifications of employees within each crew;

d) to evaluate jobs and classify employees;

e) generally to manage the operation and undertakings of the Department and, without restricting the generality of the foregoing, to select, install and require the operation of any equipment plant and machinery which the Department in its discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Department;

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

2.02 Union Responsibility

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

ARTICLE 3 - RECOGNITION

***3.01 Bargaining Unit**

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

3.02 Application of Agreement

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

3.03 Regular Employees

a) A regular employee is one who is employed in a position, the duties of which are of a continuing and full time nature and shall be approved by the Deputy Minister or designate as eligible for the designated benefits in the Collective Agreement.

b) For employees who do not work a full year, the following is required to obtain regular employee status:

(i) An employee who works in one or more workgroups over two (2) consecutive years for at least 3510 total regular hours (9 hours/day) or 3120 total regular hours (8 hours/day) shall be regular in the Collective Agreement**.**

Employees who wish to be considered for regular status shall apply in writing to the applicable Manager. If an employee does not have at least 3510 total regular hours (9 hours/day) or 3120 total regular hours (8 hours/day), the applicable Manager shall reply in writing advising that the employee cannot be regular because of insufficient hours worked.

(ii) A regular employee must continue to obtain 1020 regular hours (9 hours/day) or

908 regular hours (8 hours/day) of employment per fiscal year in order to retain regular status.

A regular employee who is placed on layoff status during the fiscal year shall have the option of becoming a casual employee or maintaining regular status and benefits, subject to normal cost-sharing arrangements, until the end of the current fiscal year.

(iii) Regular status can only be earned while working within the bargaining unit.

c) Employees on an approved leave of absence without pay shall not retain regular status pursuant to Article 3.03 (b) (ii) in circumstances where an employee with an earlier date of seniority has not retained regular status.

d) Notwithstanding Article 3.03 (c), when it appears likely a regular employee who has worked for seven (7) years or more will lose his/her regular status, the employee on one occasion shall upon request, be granted an extension of regular status for up to 1170/1040 hours.

3.04 Casual Employees

Casual employees shall receive one percent (1%) in lieu of benefits, applicable on all earnings in the fortnightly period.

3.05 No Other Agreements

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

3.06 Reclassification of Labourers

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

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

ARTICLE 4 - NO DISCRIMINATION

4.01 Employer and Union Shall Not Discriminate

a) The Employer and Union agree that there shall be no discrimination against any employee on the basis of prohibited grounds as set out in the *Human Rights Act* except

as authorized by law.

b) The Employer and Union agree that there shall be no discrimination in any relationship with employees by reason of place of residence, nor by reason of membership or activity in the Union.

ARTICLE 5 - UNION MEMBERSHIP

5.01 Union Membership

a) All employees in the classifications set forth in Article 3 shall become and remain a member of the Union as a condition of employment.

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

ARTICLE 6 - CHECK-OFF UNION DUES

6.01 Check-off Payments

a) The Employer shall deduct from the pay of every employee as set forth in Article 3 hereof any dues or initiation fees in accordance with the Union Constitution and By-Laws. Deductions for assessments will be made on the basis of mutual agreement between the Employer and the Union at the time of request.

b) Casuals who are in receipt of Workers' Compensation payments, and would not be normally deemed to be on lay off status from the Employer will, upon return to employment, be required to have union dues which are owing deducted from their earnings. The amount owed will be deducted over a period of 26 pays or less, whichever is suitable to the employee.

c) The Union agrees to indemnify and save the Employer harmless against any claims or liability arising out of an error committed by the Employer.

6.02 Deductions

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

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

6.03 Union Dues Receipts

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

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

7.01 New Employees

a) The Employer agrees to inform new employees that a collective agreement is in effect and that Articles (5) and (6) of the collective agreement require new employees to join the Union and pay union dues.

b) On commencing employment, the employee's supervisor shall inform the new employee that there is a union steward.

ARTICLE 8 - LABOUR MANAGEMENT RELATIONS

8.01 Representation

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

8.02 Union Bargaining Committees

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

*8.03 Representative of Canadian Union

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

8.04 Time Off For Meetings

When it is necessary to hold a meeting with the Union Bargaining Committee during working hours for the purpose of transaction of necessary business with the Employer, or for the purpose of giving evidence before a body set up to deal with any dispute, basic wage rates will be allowed the employee by the Employer during the attendance of such meeting or hearing but no expenses or overtime will be allowed. It is necessary that Committee's meeting with the Employer be as small as reasonably possible, both for the purpose of facilitating the transaction of the business at issue and to avoid undue absence of the employee from duty.

8.05 Labour Management Committee

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

b) The Functions of the Committee

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

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

c) Meetings of the Committee

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

d) Minutes of Meetings

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

e) Jurisdiction of the Committee

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

f) Time Off For Meetings

Union employees who are members of the Labour Management Committee will be permitted time off without loss of pay to attend meetings of the Labour Management Committee as outlined in paragraph (c) above.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Recognition of Union Stewards & Grievance Committee

a) In order to provide an orderly and speedy procedure for settling of grievances, the Employer recognizes the existence of the Union Grievance Committee and the Union

Stewards. The Steward may assist any employee which the Steward represents in preparing and presenting his/her grievance in accordance with the grievance procedure.

b) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Employer. Such representative(s) shall be allowed access to the Employer's premises only after receiving permission from the Manager involved.

***9.02 Union Representation**

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

9.03 Permission to Leave Work

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

9.04 Definition of a Grievance

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged unjust or improper violation of the collective agreement by the parties.

***9.05 Settling of Disputes**

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

All grievances shall be processed in the following manner:

Step 1

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

Step 2

In the event that the grievance is not settled satisfactorily in Step 1, it may within seven (7)

working days be submitted to the District Director of the area concerned or Director of Fleet Management, who shall meet to hear the grievance with the grievor and a Union Steward and/or Unit Officer and/or a Union representative within seven (7) working days of receipt of the grievance. This meeting shall take place at the employee's regular location or at a mutually agreed place. An answer in writing shall be made within seven (7) working days of hearing the grievance. Copy to Union.

Step 3

In the event that the grievance is not satisfactorily settled in Step 2, it may within thirty (30) working days be submitted by the Union Executive to the Deputy Minister of Transportation and Public Works. The Deputy Minister and/or his/her representatives, if so requested, shall meet within thirty (30) working days with the Union Executive and will give his/her answer thereto within ten (10) working days of the hearing of the grievance.

Step 4

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

9.06 No matter may be submitted to adjudication which has not been properly carried through all steps of the grievance procedure, except that a major complaint or items of wide application or matters concerning interpretation of the agreement relating generally to the employees and matters arising from general policies of the Employer may be treated as a grievance of a general nature and may be commenced at the Deputy Minister level of the grievance procedure.

9.07 Grievance on Safety

An employee, or group of employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance at Step 2 of the grievance procedure for preferred handling.

***9.08 Amending of Time Limits**

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

***9.09 Witnesses**

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

ARTICLE 10 - ADJUDICATION

10.01 Adjudication

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

ARTICLE 11 - DISCHARGE, SUSPENSION, DISCIPLINE

11.01 Dismissal

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

11.02 Maximum Suspension

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

11.03 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged shall be entitled to a hearing under Article 9, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

11.04 Burden of Proof

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

11.05 Unjust Suspension or Discharge

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

***11.06 Warnings**

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

b) Written confirmation of a verbal warning shall be given to an employee and placed in his/her personnel file.

11.07 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing. Notice of a disciplinary action which may have been placed on the personal

file of an employee shall not be introduced after three (3) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

ARTICLE 12 - SENIORITY

12.01 Seniority Lists

All employees shall be placed in the appropriate work group(s) as set out in Appendix B under "workgroups" by a date of seniority.

For those employees with numerical rankings in the frozen lists, those rankings shall be transferred to the seniority lists in the applicable category, as set out in Appendix B.

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

12.02 Adjustment of Date of Seniority

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

i) termination;
ii) discipline/dismissal;
iii) unauthorized leave of absence;
iv) layoff for a period over twelve consecutive months.

12.03 Probationary Period

a) Probationary period is the period of time after an employee is initially hired in which the employer may terminate the employment if the employee is found to be unable to perform the job duties. Probationary period is based on the accumulation of either 1056 (8 hour day) or 1188 (9 hour day) regular hours.

b) During the probationary period the employee shall receive all rights and benefits to which he/she is entitled except that:

   i) termination or dismissal for just cause during the probationary period shall not be the subject of a grievance;

   ii) employees will not have a date of seniority for recall purposes during the probationary period.

c) An employee's date of seniority is the date immediately following completion of the probationary period.

12.04 Loss of Employment

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

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

12.05 Apprenticeship Program

In view of Transportation and Public Works' participation in the apprenticeship program in assisting to train mechanics, an apprentice mechanic shall be on probation until he/she completes the apprenticeship program (normally four (4) years). An apprentice mechanic defined in this Article will be eligible at the date of employment in the apprentice program for regular status. Upon successful completion of the program, a graduate apprentice mechanic can apply for a vacancy, as outlined in Article 13.03. If no vacancy occurs or if the employee is not the successful applicant, the employee will be considered to have lost his/her employment and will not be eligible for severance as outlined in Article 30.

Article 13 - VACANCIES AND NEW POSITIONS

13.01 Postings

A posting is a notice to Bargaining Unit members identifying vacancies or training opportunities. The notice will be posted in the applicable geographic area for a period of ten (10) working days. Copies of the posting will be sent to the Unit President, President of the Union and will be made available in the geographic area every Wednesday.

13.02 Candidate Selection

Bargaining Unit members in the applicable geographic area who have completed a probationary period will be considered first in the selection process for vacancies and training opportunities. If no suitable candidates are found in the applicable geographic area, then selection may be made from the remaining Bargaining Unit applicants who have completed a probationary period.

For the first posted position, five (5) applicants, based on length of service, will be selected. For each subsequent position, an additional three (3) applicants, based on length of service, will be selected. Selected applicants may be required to take testing/interviews which may include comprehension and physical testing completed by resources inside or outside the Department.

Candidates must achieve a score of sixty (60) and over on Department tests and/or interviews. Candidates for operator positions will be required to achieve a scoring of seventy (70) and over on the Department Operator test.

13.03 Vacancies

a) When a vacancy occurs for a period exceeding three (3) months or a new position is required to be filled, and there are no qualified individuals in the workgroup eligible for recall, selected candidates will be interviewed to determine their ability and qualifications. When ability and qualifications are determined equal, length of service will be the deciding factor.

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

c) All successful applicants shall be placed on a trial period for three (3) months, excluding employees who previously occupied the position at the time of the posting for a period of three (3) months or more. Conditional on satisfactory performance, the employee shall remain in this position after the trial period.

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

***13.04 Training**

a) All Positions Other than Operator Positions

When training positions are required to be filled, the selected employees will undergo a testing/interview process, if applicable, to determine their ability for a position that may become open in the future. If ability and qualifications are equal (based on criteria established in 13.04 (b)), length of service will be the determining factor.

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

When more than one training position is identified in the posting, an employee wishing to respond must identify his/her preference before the end of the posting period. Employees who are unqualified and who did not apply or accept training opportunities may not be eligible for any related position that may be required.

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

b) Equipment Operator Positions

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

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

Employees who achieved eligibility for operator training on a piece of equipment by achieving a test result greater than 55 will receive forty-five (45) hours of “on the job” training under the guidance of a qualified operator trainer and/or Equipment

Instructor/Inspector, at a time determined by the Department.

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

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

An employee unsuccessful in testing or training as an operator will not be eligible for retesting or retraining until the employee can provide evidence that he/she has undertaken further equipment operator driver improvement through training or experience.

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

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

c) Train the Trainer

The areas where training will occur and the selection of training staff (from Union employees, private sector, or government departments) will be the function of management.

When the Trainers are required from the Bargaining Unit, they will be interviewed to determine their ability and qualifications. When ability and qualifications are equal (as established in 13.04 (b)), length of service will be the deciding factor. Those employees filling the Train the Trainer positions will participate in any appropriate Train the Trainer courses prior to being permitted to instruct.

13.05 Placement of Field Crew or Special Crew

The Employer shall place any field crew or special crew member in his/her home Division Area, within a four (4) week period, when an opening arises and when the length of service and qualifications of the incumbent meet the requirements of the position. Interested parties must submit a written request, by April 1 of each year, to the Area Manager.

***13.06 Creation of Special Area or District Work Teams**

a) The Employer may create special area work teams for the following project specific activities: steel bridge painting, pavement patching, herbicide spraying, and wood bridge work, throughout the area.

b) Should it be deemed operationally effective to create additional area or district work teams, agreement with the Union Executive will take place prior to forming these work teams.

c) Positions on these work teams will be filled through a posting procedure open to all those employees working in the geographic area in which the work team may work. Selection of employees for participation on the special work teams will be as per Article 13.01.

d) The size of the work team will be determined by the Employer.

e) Employees selected to the special work teams will have the right of first refusal in participating on the special work team in subsequent work seasons**,** however, it is understood that an employee who refuses to work on the special work team when work is available will no longer have the right to first refusal in subsequent work seasons.

f) It is not the intent of this Article to select non-specific team members to the special work teams. Members such as traffic control persons or additional division crew persons will be retained from the geographic work group where the project is located.

g) In the event of a layoff in the work force from which the special work team member came, the employees working on special work teams will not be laid off until the specific work for which the team has been assembled has been completed.

h) If an employee on a special area or district work team is required to travel greater than forty (40) kilometres from his/her established home to the workplace, the employee will be reimbursed for kilometres travelled in excess of forty (40) kilometres to and from the workplace, in accordance with the kilometrage rate as set out in Manual 500. The Employer reserves the right to provide transportation with Department vehicles.

13.07 Short Term Mobility Across Geographic area Boundaries

a) The Employer may move operators and equipment across geographic area boundaries to undertake specific projects that can be more effectively and efficiently completed by a larger Department of Transportation & Public Works work force. The geographic areas are attached hereto and form part of this agreement.

b) The operator may only accompany the equipment if all similar type of equipment and operators of that similar type of equipment in the receiving geographic area are working.

c) The length of time for these projects shall not exceed 3 weeks, unless prior approval of the CUPE Executive is obtained.

d) Plowing, salting and sanding routes may result in the movement of equipment and operators across geographic boundaries on a storm event basis for operational effectiveness.

Clauses (b) and (c) above do not apply to winter operations. This will not result in loss of equipment from areas so affected.

ARTICLE 14 - LAY-OFF AND RECALL

*14.01 Role of Date of Seniority in Lay-off and Recall

a) For those employees within a work group with a numerical ranking, the order of the numerical ranking within the applicable category will be the primary consideration in determining layoff, recall or permanent reductions of the workforce, provided the employee has the qualifications to perform the job requirements.

For those employees within a work group who do not have a numerical ranking, date of seniority will be the primary consideration in determining layoff, recall or permanent reductions of the workforce, provided the employee has the qualifications to perform the job requirements.

Employees with a numerical ranking will be recalled to their applicable category prior to employees without a numerical ranking.

Employees who do not have a numerical ranking will be laid off before employees with a numerical ranking in the applicable category.

b) Casual winter operators must notify the supervisor in writing by the end of the designated snow and ice season if they do not wish to be recalled until the next winter season. It is agreed that an employee who makes such a request will not be recalled until the next winter season. The Employer will provide the Union with the signed requests received, pursuant to this article.

14.02 No New Employees

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

b) In cases of emergency, new employees may be hired on a temporary basis to deal with the emergency. The duration of the temporary hiring shall not exceed one (1) day.

14.03 Advance Notice of Lay-off

a) The Employer shall notify regular employees who are to be laid off ten (10) working days prior to the effective day of the layoff. Such notification shall be by letter (hand delivered or registered). If the regular employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available. When a regular employee on layoff is recalled and work is not available for more than ten (10) consecutive days, the ten (10) day prior notice shall not be required.

b) The Employer shall notify casual employees (excluding Project Engineer and probationary employees) who are to be laid off five (5) working days prior to the effective day of the layoff. Such notification shall be by letter (hand delivered or registered). No such notice shall be required for employees who have not worked for at

least one (1) month prior to the effective day of the layoff.

ARTICLE 15 - HOURS OF WORK

*15.01 Hours of Work

a) For all employees, except those engaged in shift work or those employees designated under Group I and Group II in this Section, the regular hours of work will be:
7:00 am - 12:00 pm
12:30 pm - 4:30 pm

Group I Employees as follows:

Steel Bridge Repair Employees
Mechanical Repair Shop Employees
Survey Crew Employees
Central Sign Shop Employees

The regular hours of work for Group I employees will be:
8:00 am - 12:00 pm
12:30 pm - 4:30 pm
unless the employee is engaged in shift work. Shift work employees under Group I will work an eight (8) hour shift as laid down by the Employer.

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

Group II Employees:

Group II Employees are those employees engaged in Snow Removal and Ice Control Operations. Due to the nature of the work, a normal day cannot be designated.

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

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

b) Ferry Crew Employees and Bridge Tender Employees

The Employer may vary, with the agreement of the employees affected, the scheduled hours and work days of ferry employees, due to the operational requirements of a daily ferry service and Bridge Tender employees due to the operational requirements of seasonal marine traffic. Shift schedules will be provided so that no employee will be scheduled to work more than twelve (12) hours in a twenty-four (24) hour period. This does not preclude other shift arrangements acceptable to both the Employer and the Employees. The Employer agrees to post shift schedules at least two (2) weeks in

advance and there will be no change in the posted shift schedules except with the consent of the employee(s), or in the case of an emergency. Provided sufficient advance notice is given and with the approval of the Employer, Employees may exchange shifts if there is no increase in cost to the Employer.

15.02 Standard Work Week

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

***15.03 Wage Guarantee**

a) Employees engaged in Snow Removal and Ice Control Operations who are required to be available at all times will be guaranteed a minimum of ninety (90) hours for every two calendar weeks during the Snow Removal Season. For the purposes of this agreement the Snow Removal Season will be for a period of not less than sixteen (16) consecutive calendar weeks. The start and end dates will be determined by each individual District and will apply on a District wide basis. The Snow Removal Season will be posted in each District by October 15 of each year.

Four (4) weeks immediately preceding and immediately following Snow Removal Season in each District will be considered the "shoulder season". During this period operators who are working may be directed to perform duties other than snow removal and ice control.

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

For all employees on the wage guarantee, the regular hourly rate will include a winter premium of $0.75 per hour throughout the Snow Removal Season.

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

c) Vacation leave, sick leave, mourner's/bereavement leave and election day will not be paid in addition to the ninety (90) hour wage guarantee.

- All employees shall be paid for holidays in addition to the ninety (90) hour wage

guarantee, at the full rate of pay.

- Where an employee works on a paid holiday, the employee shall, in addition to the ninety (90) hour wage guarantee, receive holiday pay and pay at the rate of one and one half (1.5) times the regular rate of pay for the hours worked on the holiday.

15.04 Rest Periods

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

ARTICLE 16 - OVERTIME

16.01 Overtime Defined

All time worked before or after the regular work day or regular work week will be considered overtime except for employees engaged in Snow Removal or Ice Control Operations as outlined in 15.03 and except as provided for in Article 21.03.

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

16.02 Overtime Compensation

Overtime worked as outlined in 16.01 will be paid at the rate of time and one-half.

16.03 Sunday Work

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

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

Compensation for overtime shall normally be paid, except where, upon request of the employee and with the approval of the Employer, overtime may be granted in the form of time off in lieu of overtime hours worked. Overtime incurred on a daily basis cannot be split between overtime pay and lieu time. The maximum amount of lieu time entitlement an employee can accumulate in this manner is five (5) days. Once five (5) days of lieu time has accumulated, an employee will be paid for any additional overtime hours worked. Before lieu time is taken as time off, it must be requested and approved by the Employer. An employee may request in writing a payout of any remaining balance during the first week of November of any year.

16.05 Compensation for Work on a Paid Holiday

a) During a paid holiday, the Department has two categories of employees that may be at

work:

1. Those employees scheduled to work.

2. Those employees not scheduled to work.

In the above two categories the employees may be either regular or casual.

Regular employees scheduled to work will receive the holiday with pay as well as time and one-half for the shift hours worked. Casual employees will receive one and one-half (1 ½) times regular pay for hours worked.

Regular employees not normally scheduled to work will receive their regular day's pay (8 or 9 hours) plus two (2) times their regular hourly rate for all hours worked. Casual employees not normally scheduled to work will receive one and one-half (1 ½) times regular pay for the hours worked.

b) In the case of work on a holiday by an employee not scheduled to work or overtime worked by an employee who was scheduled to work on the holiday, the employee may choose to receive time off at the appropriate overtime rate in lieu of cash payment. The time off must be at a time acceptable to the Employer and be taken within 2 pay periods of the holiday overtime worked, or the employee will be paid for the overtime worked.

***16.06 Overtime Meal Allowance**

a) An employee required to work more than two (2) hours immediately following his/her regular work shift will be provided with a meal allowance.

b) An employee who is required to work more than six (6) hours immediately following his/her regular work shift will receive an additional meal allowance.

c) An additional meal allowance will be provided for each six (6) hours of continuous overtime worked immediately following (b).

d) An employee subject to Article 16.10 called back to work shall be provided with a meal allowance after the first four (4) hours of overtime worked, further meal allowances will be provided every six (6) hours thereafter.

e) Snow Removal Operators are entitled a meal allowance immediately following their 12 hour shift provided the Operator is required to continue on Snow Removal Operation. Subsequent meal allowances will be provided at six (6) hour intervals thereafter.

f) The meal allowance set out in this article is as follows:
November 1, 2005 - $7.72
November 1, 2006 - $7.94
November 1, 2007 - $8.17
November 1, 2008 - $8.41.

16.07 Lay-off Related to Overtime

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

16.08 Sharing of Overtime

The Employer will, where practical, share the opportunities for overtime equitably among qualified employees who normally perform the work and who are presently working at the time of the overtime.

16.09 Minimum of Overtime

No employee will be required to work overtime against his/her wishes when other suitable and qualified employees are available to perform the required work.

16.10 Call Back Guarantee

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

a) call back guarantee shall not be paid on any day on which standby time is paid.

b) any employee engaged in Snow Removal Operations.

16.11 Calculation of Overtime

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

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

ARTICLE 17 - HOLIDAYS

17.01 Paid Holidays

The Employer recognizes the following as paid holidays for employees:

New Year's Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Canada Day
First Monday in August
Good Friday
Easter Monday
Victoria Day
Boxing Day

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

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

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

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

***17.02 Holidays Falling on Saturday and/or Sunday**

a) Monday to Friday Work Week: When a paid holidays falls on Saturday or Sunday, it shall be observed on the following Monday. In the event that paid holidays occur consecutively on Saturday and Sunday, they shall be observed on the following Monday and Tuesday. This clause does not apply to those employees on the winter wage guarantee.

b) Ferry Crew Employees: When paid holidays fall on Saturday or Sunday, the holiday will be observed on the actual day. Overtime wage rates shall be paid for work on the actual day of the holiday and another day off with pay will be scheduled to observe the holiday.

ARTICLE 18 - VACATION

18.01 Length of Vacation

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

a) Each fiscal year during his/her first seventy-two (72) months of service at the rate of one and one-quarter (1 1/4) days for each month of service in the fiscal year and;

b) each fiscal year after seventy-two (72) months of service at the rate of one and two-thirds (1 2/3) days for each month of service in the fiscal year and;

c) each fiscal year after two hundred and four (204) months of service at the rate of two and one-twelfth (2 1/12) days for each month of service in the fiscal year; and

d) each fiscal year after three hundred (300) months of service at the rate of two and one-half (2 1/2) days for each month of service in the fiscal year.

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

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

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

ANNUAL VACATION LEAVE WITH PAY
EFFECTIVE SIGNING DATE

Calendar Months Work in Fiscal Year	First 72 Months of Service (days)	After 72 Months of Service (days)	After 204 Months of Service (days)	After 300 Months of Service (days)
1	1.5	1.5	2	2.5
2	2.5	3.5	4	5
3	4	5	6	7.5
4	5	6.5	8.5	10
5	6.5	8.5	10.5	12.5
6	7.5	10	12.5	15
7	9	11.5	14.5	17.5
8	10	13.5	16.5	20
9	11.5	15	18.5	22.5
10	12.5	16.5	21	25
11	14	18.5	23	27.5
12	15	20	25	30

18.02 Compensation for Holidays Falling Within Vacation Schedule

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

18.03 Calculation of Vacation Pay

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

18.04 Vacation Pay on Termination or Retirement

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

18.05 Preference in Vacations

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

need of the Employer.

18.06 Vacation Schedules

Vacation schedules for employees shall be posted by May 15th of each year or earlier if possible and changes should be avoided. Vacations will normally commence immediately following an employee's regularly scheduled days off.

***18.07 Approved Leave During Vacation**

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

18.08 Overtime Vacation Rate

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

18.09 Accumulated Vacation

a) Accumulative vacation carry over: an employee with the approval of the Employer, may be granted permission to carry over five (5) days of his/her vacation leave every year to a maximum of twenty (20) days if, in the opinion of the Employer, it will not interfere with the efficient operation of the Department.

b) Use of accumulated vacation carry over: the vacation leave approved pursuant to Article 18.09(a) shall be used within five (5) years subsequent to the date on which it was approved and shall lapse if not used within that period unless the Employer approves that the time be extended. If the Employer does not extend or the employee requests to take this time off and is denied then the money will be paid at the current rates. In no case will the employee not be paid or not have the benefit of taking vacation benefits.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 General Illness Leave Benefit

a) A regular employee who is unable to perform his/her duties because of illness or injury for a period not exceeding three (3) consecutive work days may be granted leave with pay up to a maximum of eighteen (18) work days per fiscal year.

b) The fiscal year for the purpose of general illness shall be April 1 to March 31.

c) A new employee who is regular subsequent to April 1 shall have his/her maximum leave entitlement for the first fiscal year pro-rated in accordance with the number of months of service he/she will accumulate in the fiscal year of regular status.

d) Regular employees who exhaust all or part of their eighteen (18) work days entitlement in one fiscal year will have it reinstated on April 1 of the following year.

19.02 Short Term Illness Leave Benefits

a) A regular employee who is unable to report for work because of illness or injury for a period of absence exceeding three (3) consecutive work days may be granted leave of absence at full or partial pay for each incidence of short-term illness in accordance with the following:

i) for regular employees with less than one (1) year's service, at 100% of normal salary for the first twenty (20) days absence and thereafter at 75% of normal salary for the next eighty (80) days of absence;

ii) for regular employees with one (1) or more year's service, at 100% of normal salary for the first forty (40) days of absence and thereafter at 75% of normal salary for the next sixty (60) days of absence.

b) If an incident of short-term illness continues from one year of employment to the following year of employment, the regular employee's benefit entitlement for that period of short- term illness leave shall be payable in accordance with the provisions of 19.02 (a) applicable during the year in which the short-term illness commenced.

19.03 Recurring Disabilities

a) A regular employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days again becomes unable to work because of the same illness or injury will be considered to be within the original short-term leave period as defined in 19.02.

b) A regular employee who returns to work after a period of short-term illness leave and after working thirty (30) or more consecutive work days, again becomes unable to report for work because of the same illness or injury, will be considered to be in a new illness leave period and entitled to the full benefits of 19.02(a).

c) A regular employee who returns to work after a period of short-term illness leave and within thirty (30) consecutive work days subsequently becomes unable to report for work because of an illness or injury unrelated to the illness or injury that caused the previous absence will be considered to be in a new illness leave period and entitled to the full benefits of 19.02.

d) The provisions of 19.03(b) shall not apply to a regular employee who has returned to work on a trial basis. In such a case, the employee will be considered to be within the original short-term leave period as defined in 19.02(a).

19.04 Benefits Not Paid During Certain Period

a) General illness leave and short-term illness leave benefits will not be paid when a regular employee is:

i) receiving designated paid holiday pay;

ii) on suspension without pay;

iii) on a leave of absence without pay, other than a leave of absence for union business pursuant to Article 20 of the agreement.

b) A regular employee shall not be entitled to benefits under Article 19 while on laid-off status. When such a regular employee is recalled and returns to work, he/she shall be eligible for participation in all benefits.

c) A regular employee on short-term illness deemed eligible for long-term disability will not be laid off provided the regular employee is on short-term illness leave on the working day immediately prior to the date upon which advance notice of lay-off would normally be given in accordance with Article 14.03. The regular employee shall be covered by both short-term and long-term benefits until termination of illness or disability entitlement.

When the employee becomes able to perform his/her duties he/she shall be covered by the provisions of Article 14. Advance notice of lay-off is not required where there is no work for the employee and he/she would have otherwise been on laid-off status.

d) The continuation of benefits payable pursuant to Article 19.04 shall include any benefits payable in accordance with the Long-Term Disability Plan.

19.05 Long Term Disability

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

It is understood by the parties to this Agreement that the 'elimination period' as defined in the Nova Scotia Public Service Long Term Disability Plan shall include periods during which the regular employee is in receipt of Workers Compensation benefits.

A regular employee able to return to his/her former position after receiving Long Term Disability benefits shall return to that position provided no senior employee in the relevant work group is on lay-off status. Where necessary to effect the return to work, the employee with the least seniority in the work group (excluding the returning employee) shall be laid off. In any subsequent lay-off and recall the provisions of Article 14 shall apply.

19.06 Provisions for Employees with Limitations

The Employer will endeavour to find suitable other employment for any employee covered by this Agreement, who, through advancing years or temporary disablement is unable to perform his/her regular duties. Pay for such other employment shall be at the prevailing rate for such other employment. However, should an employee be unable to perform his/her regular duties as a result of an industrial accident or occupational illness, the Employer will endeavour to find suitable other employment for the employee at his/her regular rate of pay.

19.07 Deemed Salary

For the purposes of calculating any salary-related benefits, including any salary-based contributions required by this Agreement, any employee on illness leave as per Article 19 shall be deemed to be on 100% during such leave, or in accordance with federal or provincial statutes.

19.08 Notification to Supervisor

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

19.09 Deductions From Sick Leave

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

19.10 Proof of Illness

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

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

19.11 Personal Preventative Medical & Dental Leave

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

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Contract Negotiations

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

20.02 Grievance and Adjudication Pay Provisions

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

20.03 Leave of Absence for Union Functions

a) Leave of absence of up to sixty (60) working days for the President and Secretary-Treasurer, forty (40) working days for the Chairperson of Local 1867's Provincial Safety Committee and for the remainder of the Executive Committee, and thirty (30) working days for other employees shall be granted to the employees provided such leave of

absence will not duly interfere with the operation of the Department and upon reasonable notice given to attend conventions, executive and committee meetings of the Canadian Union of Public Employees. Regular employees shall receive their pay and benefits as provided in this Agreement, but the Union shall reimburse the Employer for all pay during the period of absence.

b) Where operational requirements permit and on reasonable notice, the Deputy Minister or designate, shall grant special leave with pay for a period not exceeding one (1) day, to a maximum of one hundred (100) employees, who are elected or appointed as registered delegates to attend the annual meeting of the Union. Such permission shall not be unreasonably withheld.

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

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

a) The Employer recognizes the right of an employee to participate as a candidate in a federal, provincial or municipal election. Therefore, upon written request the Employer shall allow leave of absence without pay and without loss of benefits to such employee.

b) An employee who is elected to public office may be allowed leave of absence without loss of work group seniority during his/her term of office.

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

20.05 Paid Leave for Bereavement and Serious Illness

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

Spouse	Mother-in-Law
Child	Father-in-Law
Common-law Spouse	Parent
Brother	Guardian or
Sister	Former Guardian
Same Sex Spouse	

b) An employee shall be granted up to five (5) working days leave per fiscal year, without loss of pay and benefits in the case of serious illness of each of the following:

Spouse	Common-law Spouse
Child	Same Sex Spouse

c) An employee shall be granted up to three (3) working days leave per fiscal year, without loss of pay and benefits in the case of serious illness of each of the following:

Brother	Parent
Sister	Guardian or Former Guardian
Father-in-Law	Mother-in-Law

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

Grandparent	Brother-in-Law
Grandchild	Sister-in-Law
Son-in-Law	Daughter-in-Law

20.06 Mourner's Leave

Up to four (4) hours leave with pay shall be granted to two (2) employees selected by fellow workers to attend the funeral of a fellow employee or a retired employee or one of his/her immediate family. An employee designated to act as pallbearer for a fellow employee shall be allowed a leave of absence of one-half day with pay.

20.07 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to any employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

20.08 General Leave

a) Authorized Leave - An employee will be granted a leave of absence without pay and without benefits and without adjustment to his/her date of seniority when such request is agreed to by the Employer to be for good and sufficient cause. Such request will be in writing and approved by the Employer with a copy to the Union from: (i) Deputy Minister, in the case of regular employees; (ii) the immediate supervisor, in the case of casual employees. Authorized leave will not exceed twelve (12) months.

During the year in which a leave is granted for a regular employee, one (1) month of service for vacation purposes only shall be credited to an employee who receives salary for a total of ten (10) days or more during each calendar month of the authorized leave.

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

20.09 Education Leave

a) An employee shall be granted a day off with pay and without loss of seniority and benefits to write job-related examinations as agreed to by the Employer to upgrade his/her qualifications.

b) An employee may be granted leave of absence without pay for academic or vocational upgrading in job-related field.

20.10 Maternity Leave

a) The Employer shall not terminate the employment of an employee who has been an employee for (1) one year or longer because of the employee's pregnancy. The Employer, before or after the commencement of the period referred to in Section (b) below, may require the employee to commence leave without pay at a time when the duties of the employee's position cannot reasonably be performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy.

b) The Employer shall, at any time from a date (11) eleven weeks before the specified date of delivery to the date of actual delivery, upon request of a pregnant employee made through her supervisor and upon receipt by her supervisor of a certificate by a legally qualified medical practitioner stating that the employee is pregnant and specifying the date upon which delivery will occur in his/her opinion, grant to the employee a leave of absence without pay;

i) of (17) seventeen weeks; or
ii) to a date of (7) seven weeks after the date of actual delivery; or
iii) for any shorter period.

At the option of the employee, except that an employee shall not work and the employer shall not cause or permit the employee to work for at least (7) seven weeks after the date of delivery or for a shorter period that, in the written opinion of a legally qualified medical practitioner is sufficient.

c) Where an employee reports for work upon the expiration of the period referred to in Section (b) above, the employee shall resume work in the same position the employee held prior to the commencement of the maternity leave or where the position is not available, in a comparable position with not less than the same wages.

d) While a regular employee is on maternity leave, the Employer shall maintain coverage for medical, Long Term Disability, group life and any other employee benefit plan providing the employee continues to cost share with the Employer in payment of the premium costs for maintaining such coverage during the period of maternity leave.

e) For the purpose of Section (a) above, an employee shall produce, when so requested by the Employer, the certificate referred to in Section (b) above.

f) While on maternity leave, an employee shall continue to accrue and accumulate service and seniority credits for the duration of her leave, and her service and seniority shall be deemed to be continuous. However, service accumulated during maternity leave shall not be used for the purposes of calculating vacation leave credits. During the year in which maternity leave is taken, one (1) month of service shall be credited to an

employee who receives salary for a total of ten (10) days or more during each calendar month of the maternity leave granted under Article 20.10 (b).

20.11 Leave for Family Illness

In the case of illness of a member of a regular employee's immediate family meaning husband, wife, son, daughter, father or mother who permanently resides with the employee and where no one at home other than the employee can provide for the needs of the ill person, the employee may be granted, after notifying the Area Manager or delegated official, leave with pay of up to three (3) days for the purposes of making such arrangements as are necessary to permit the employee's return to work. Before such leave is granted, the employee must provide proof that the need for such leave was in fact necessary.

20.12 Paternity Leave

On the occasion of the birth of his child, a male employee shall be granted special leave with pay up to a maximum of one day during the confinement of the mother.

ARTICLE 21 - PAYMENT OF WAGES & ALLOWANCES

***21.01 Pay Days**

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

21.02 Travel Provisions

Employees who are authorized to use their vehicles on government business will be compensated in accordance with rates as set out in Manual 500 (kilometrage) or Manual 23 (hourly). Employees who have not been designated as having the use of a vehicle as a condition of employment are under no obligation to use their private vehicles for Department business.

a) For Employees other than Centerline Painting, Steel Bridge Maintenance, Seed and Spray

It is the responsibility of every employee to make their own transportation arrangements to report to work at the start of their work day at their normally assigned base within their geographic work group boundaries, and to return home after work. The costs associated with travel between home and work remains the responsibility of the employee.

After an employee initially reports to work, Department vehicles will be used to transport employees on Department business, wherever possible. In cases where the Department requires an additional vehicle(s) to transport employee(s) (to legal seating capacity of the vehicle) on Department business, or otherwise requires the use of an employee’s vehicle to transport equipment and materials required for the job, the employee may use his/her own vehicle at the request of the Employer.

From time to time, it is expected that employees may be required to transport and care for Department equipment, property and records associated with their job during and after normal working hours. It is the employee's responsibility to ensure that these articles are properly safeguarded, however, any loss or damage would be considered an acceptable risk on the part of the Department. No compensation for travel to and from the job site will be paid in these circumstances for transporting of this equipment.

If an employee is unable to have full personal use of his/her vehicle outside of working hours due to the transportation of Department equipment, property or records, the Department will consider compensation for travel contingent upon prior approval of this compensation by his/her supervisor.

Employees who use their personal vehicle on Department business are responsible to ensure that their vehicles are kept in mechanically sound condition and that they carry sufficient liability insurance.

The employee will be advised by the Employer prior to using his/her personal vehicle of the intended method of reimbursement. If the employee is in agreement, management will authorize the use of the vehicle and the employee will be compensated in accordance with the appropriate rates as set out in Manual 500 (kilometrage) or Manual 23 (hourly).

Employees on special area or district work teams, authorized to use their vehicles to travel to the work place, are entitled to reimbursement subject to the provisions of Article 13.06 (h).

For employees other than those on special area or district work teams, if the method of compensation is based on kilometres the following apply:

i) no compensation will apply where the distance traveled to a work site/machine location to start or end the workday is less than the distance the employee travels between home and their normally assigned base.

ii) distance will be calculated as the number of kilometres traveled, originating from the assigned base (or in some instances, a work site closer to the employees home, if so directed by the Employer) to any further work sites that the employee is required to report to during that work day, including any work related kilometres traveled while on the work sites. It will also include returning to the assigned base or originating work site, as directed by the Employer, at the end of the work day. In cases where the employee is not required to return to the assigned base or originating work site at the end of the shift, and travels directly home, the distance used for reimbursement will be the lesser of the two distances.

iii) where an employee is required to temporarily report to an alternate base in their geographic area, the employee is eligible to claim the lesser of the distance for travel directly between the normally assigned base and the alternate base location, and return, or the extra distance required to travel from home to the alternate base, and return, that exceeds the distance the employee traveled to the normally assigned base.

iv) an employee accepting a posted position at or requesting a transfer to a new Base location acknowledges that the new base location shall become the "normally assigned" base.

v) in all cases kilometres claimed will be based on the most direct route available unless otherwise approved by the Employer.

vi) as a matter of personal convenience for the employee and beyond any need of the Employer, an employee may desire to use their own vehicle during the work day. In such cases where permission by the Employer is granted, the employee is responsible for any and all costs associated with the use of their personal vehicle and in the event of an accident involving the vehicle, the Department will assume no responsibility for damage to the vehicle.

vii) employees are required to advise their supervisor of their home location or any relocation that will impact the determination of reimbursement for distance traveled.

viii) the employer agrees that any changes to the employee's base/work site location that places the employees outside their original geographic area as defined by the maps in this agreement, will be compensated, provided the employee incurs additional travel time. The Employer will make the decision whether the employee travels during the regular work hours or is compensated, at regular time, for travel outside the regular work hours.

Employees will be eligible for reimbursement of meals in accordance with rates as set out in Manual 500 when attending Department meetings, training sessions and when authorized to travel outside Area Manager's geographic boundaries.

b) For Provincial Outfit Employees (Centreline Painting, Steel Bridge Maintenance, Seed and Spray)

Provincial Outfit Employees, due to the nature of their work locations shall adhere to the following provisions when on travel status:

i) Travel Advance

Upon request from the employee to their supervisor, a temporary travel advance will be approved to a maximum of $500.00. Employees should submit their travel claims on a bi-weekly basis. The advance will be recovered from their Expense Account claim based on equal payments of $62.50 taken over 8 pay periods commencing with the first expense claim submitted.

ii) Lodging

The Employer will be responsible for identifying acceptable motels and for reserving overnight lodging for the crew. A maximum of two employees will share a room. The Employer will directly pay the lodging bill. Upon the approval of the supervisor, employees opting to use a personal trailer for lodging shall be reimbursed for Trailer Court fees for seven days a week supported by receipts.

iii) Meals

Employees shall be reimbursed for meals according to government approved rates (Manual 500).

iv) Use of Personal Vehicles

Travel provisions will apply to outfit employees traveling greater than 40 kilometres from their established home to the work site. The Employer reserves the right to provide transportation with Department vehicles.

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

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

The Employer will compensate employees for all approved travel based on the government approved kilometrage rates (Manual 500).

c) Travel Outside Work Hours

Outfit employees required to commence work at their scheduled start time who cannot reasonably get to the work site at that time, shall be allowed to travel to the work area before commencement of work and subject to the approval of the Supervisor shall be compensated for the allowable kilometres traveled, meals, hotel lodging and wages for travel time. Alternatively, supervisors may waive the scheduled start time and allow travel to the work site during the regular work hours. Employees required to travel outside their normal work hours will be compensated at their regular hourly rate.

21.03 Stand-by Pay

Stand-by pay will be paid to all employees, who through no fault of their own are unable to work their normal amount of hours in a regular day and who have been instructed to remain available until conditions or weather improve to the point where normal operations may again commence. Such pay will be 8 or 9 hours per day, whichever is applicable. Stand-by hours will not contribute to overtime.

When an employee on stand-by commences work on any day, the first 8 or 9 hours, whichever is applicable, shall be paid for at the regular rate of pay.

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

21.04 Pay on Temporary Transfers, Higher Rated Job

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

When an employee is assigned to perform the principal duties of a higher paying position outside the bargaining unit, the employee shall receive a temporary increase in rate of pay

equivalent to ten percent (10%) of the employee's current rate of pay. In no instance shall the temporary rate of pay exceed the maximum of pay of the higher paying position.

***21.05 Rates of Charge Hands**

Employees designated to assume supervisory duties for specific job functions will be compensated an additional one dollar fifty cents ($1.50) per hour, to their regular rate of pay, when carrying out these duties. Employee liability issues are addressed as set out in Manual 500.

21.06 Shift Differential

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

ARTICLE 22 - EMPLOYEE BENEFITS

22.01 Superannuation

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

22.02 Public Service Awards

A Public Service Award shall be granted to a regular employee who retires because of age or medical reasons and such award shall be equal to one (1) week's pay for each year of full-time service to a maximum of twenty-six (26) weeks.

The amount of the one (1) week's pay used to determine the Public Service Award granted under Article 22.02 (a) shall be calculated by the formula:

Regular Weekly Hours	x	Hourly Rate	=	1 week

22.03 Entitlement

a) The entitlement of an employee to a Public Service Award shall be based on an employee's length of service.

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

22.04 Death Prior to Retirement

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

a) to his/her beneficiary under the Master Group Life Insurance Policy of the Sun Life of Canada No. 71309; or

b) to his/her estate if there is no such beneficiary.

22.05 Trustee

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

22.06 Calculation of Award

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

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

22.07 Long Service Recognition

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

22.08 Consolidated Health Plan

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

22.09 Group Insurance

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

22.10 Employee Assistance Program

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

Transportation and Public Works, Human Resource Division may be contacted if further information is required.

ARTICLE 23 - HEALTH & SAFETY

*23.01 Co-operation on Safety

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

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

23.02 Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing as determined by the Employer.

23.03 Injury Pay Provisions

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

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

Where a regular employee is injured on duty and it is determined by the Nova Scotia Workers' Compensation Board that the employee is unable to perform his/her duties, the Employer shall grant to the employee injury on duty leave with pay at the level of compensation and in the manner prescribed by the Workers' Compensation Board as may be specified. The Employer agrees to top up injury on duty pay to 85% of net earnings, as provided for in clause (e) of subsection 49(2) of the Workers' Compensation Act.

23.04 Investigation of Accidents

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

23.05 Transportation of Accident Victims

Transportation to the nearest physician or hospital immediately following the accident for employees requiring medical care as a result of an accident shall be at the expense of the

Employer, at the Government approved mileage rate.

ARTICLE 24 - UNIFORM & CLOTHING ALLOWANCE

24.01 Uniform and Clothing

a) Mechanical Branch employees will be supplied with coveralls or smocks by the Employer. Laundering of coveralls and smocks will be arranged by the Employer.

b) Other employees who work three (3) consecutive months per year and work in conditions where the employee's clothing may be damaged, will be supplied initially with one pair of coveralls or smock. Additional coveralls or smocks will be provided at one-half cost. The employee is responsible for laundering.

c) Safety and rain apparel will be made available to employees as deemed necessary by the Employer.

d) Where it is deemed necessary for employees to wear safety footwear to undertake their regular duties, the Employer will reimburse 80% of the purchase cost of safety footwear, to a maximum of $150.00, once every twelve (12) months. The reimbursement must be supported by receipts and will not be available until the employee has worked three consecutive months with the Employer.

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

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

ARTICLE 25 - GENERAL CONDITIONS

25.01 Proper Accommodation

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

25.02 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed at all Department bases requested so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees, providing that such notices are not construed to be detrimental to the Employer.

*25.03 Reimbursement for Tools

All regular employees classified as welders, machinists, mechanics and apprentices, required to use their own tools, will be eligible for reimbursement to a maximum of $300.00 per fiscal year for tools purchased.

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

ARTICLE 26 - PRESENT CONDITIONS & BENEFITS

26.01 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclaimed or regulation shall invalidate any portion of this Agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. This Agreement may be amended by the mutual consent of both parties.

26.02 Present Conditions & Benefits

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

26.03 Mutually Agreed Changes

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

ARTICLE 27 - TECHNOLOGICAL CHANGE

27.01 Definition

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

27.02 Introduction

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

27.03 Notification

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

ARTICLE 28 - NO STRIKE OR LOCK-OUT

28.01 No Strike

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

ARTICLE 29

29.01 Municipality Street Exchange

a) The Employer will make reasonable efforts, where work is reassigned to a Municipality, to obtain jobs with the Municipality for employees whose work has to be reassigned. The Employer will have made reasonable efforts where the Employer has:

i) consulted with the Union as soon as possible before the proposed date of implementation of the reassigned work to discuss placement options within the Bargaining Unit for employees whose work is to be reassigned:

ii) consulted with the Union to give the Union an opportunity to put forward its views on how the Employer can try to obtain job opportunities and recognition of service and seniority for employees with the Municipality;

iii) met with the Municipality and sought to make it a term of the agreement that the Municipality must:

1) interview employees for available job opportunities with the Municipality to perform the reassigned work;

2) where hiring to perform the reassigned work is subject to appropriate skills testing, offer to test employees;

3) extend job offers to employees who are qualified for available job opportunities with the Municipality to perform the reassigned work;

4) where there are more qualified employees than the Municipality has opportunities due to the reassigned work, extend job offers on the basis of seniority; and

5) where a collective agreement applies and will be binding on the employees after transfer, seek to have the Municipality and appropriate Union to recognize the service and seniority of employees through a reciprocal agreement.

b) If, despite the good faith efforts of the Employer, the Employer has been unable to reach agreement on the above with the Municipality, the Employer can still proceed with the reassignment of work.

c) Employees who accept job offers with the Municipality will be deemed to have resigned their employment with the Employer.

d) In the event of a devolution of bargaining unit work to an employer in the broader public sector of Province that would be considered a sale, lease, transfer, annexation or amalgamation under the Trade Union Act, the Employer will make reasonable efforts to accomplish the devolution as if Section 31 of the Trade Union Act were applicable. Where compliance with Section 31 is not accomplished, the Employer will make reasonable efforts to obtain job offers with the new employer for employees whose work is devolved, in accordance.

ARTICLE 30 - SEVERANCE

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

a) the entitlement of an employee to severance pay shall be based on either:
   1) an employee's total service; or
   2) an employee's service beginning from the re-employment date since receipt of a prior severance payment;

b) severance pay shall be paid upon expiration of the recall period;

c) employees in receipt of LTD benefits who receive notification of layoff shall be entitled to severance once they are deemed fit to return to work and meet the requirements as set forth above;

d) severance pay shall be based on one week pay for each full year of service to a maximum of 26 weeks;

e) an employee who is re-employed will be required to repay the amount equal to the portion of the severance that is referable to the remaining weeks of the severance period.

ARTICLE 31 - COPIES OF AGREEMENT

31.01 Copies of Agreement

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

31.02 Notice of Change

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

ARTICLE 32 - TERM OF AGREEMENT

*32.01 Duration of Contract

This Agreement No. 12 shall become effective on the 1st day of November 2005, and shall remain in force and effect until the 31st day of October 2009.

All Articles changed from the previous Agreement No. 11 will be effective on signing date unless otherwise indicated.

IN WITNESS WHEREOF the parties hereto have caused this Agreement No. 12 to be executed by their duly authorized representative this 27th day of June, 2006.

PROVINCE OF NOVA SCOTIA
REPRESENTED BY:

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1867**
_____	_____
_____	_____

***APPENDIX A**
Classification Groups and Rates of Pay

Labourer	11.01	11.26	11.59	11.93	12.28
Classification Group I	Nov 1, 2005	Date of Signing	Nov 1, 2006	Nov 1, 2007	Nov 1, 2008
Division Crewperson	14.79	15.04	15.48	15.93	16.39
Baseperson I	14.79	15.04	15.48	15.93	16.39
Survey Assistant	15.26	15.51	15.96	16.42	16.90
Classification Group II					
Steel Bridge Painter	15.93	16.18	16.65	17.13	17.63
Centreline Crewperson	15.93	16.18	16.65	17.13	17.63
Inspector	15.93	16.18	16.65	17.13	17.63
Checker	15.93	16.18	16.65	17.13	17.63
Weigher	15.93	16.18	16.65	17.13	17.63
Division Raker	15.93	16.18	16.65	17.13	17.63
Classification Group III					
Ferry Operator (Purser/ Deckhand/Cable Operator)	16.38	16.63	17.11	17.61	18.12
Bridge Tender	16.38	16.63	17.11	17.61	18.12
Sign Technician (Truro)	16.38	16.63	17.11	17.61	18.12
Baseperson II	16.38	16.63	17.11	17.61	18.12
Mechanical Maintenance Worker I (Tool Attendant/Utility Worker)	16.38	16.63	17.11	17.61	18.12
Engineer with Permit	16.73	16.98	17.47	17.98	18.50
Equipment Operator	16.38	16.63	17.11	17.61	18.12

APPENDIX A
Classification Groups and Rates of Pay

Classification Group IV	Nov 1, 2005	Date of Signing	Nov 1, 2006	Nov 1, 2007	Nov 1, 2008
Mechanical Maintenance Worker II	17.55	17.80	18.32	18.85	19.40
Mechanic I	17.55	17.80	18.32	18.85	19.40
Centreline Operator/Painter	17.55	17.80	18.32	18.85	19.40
Classification Group V					
Crane/Boom Operator	17.90	18.15	18.68	19.22	19.78
Steel Worker I	17.90	18.15	18.68	19.22	19.78
Stock Clerk III	17.90	18.15	18.68	19.22	19.78
Classification Group VI					
Machinist	19.64	19.89	20.47	21.06	21.67
Steel Worker II	19.64	19.89	20.47	21.06	21.67
Classification Group VII					
Welder	20.16	20.41	21.00	21.61	22.24
Mechanic II	20.16	20.41	21.00	21.61	22.24
Mobile Service Mechanic	21.19	21.44	22.06	22.70	23.36

APPENDIX B

OLD GEOGRAPHIC AREA	NEW GEOGRAPHIC AREA	CATEGORIES	WORK GROUPS	
CENTRAL				
Hfx. Co. Chezzetcook 01	Eastern Shore Chezzetcook	60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1 HW	**1FS**
Hfx. Eastern Shore Spry Bay 01	Eastern Shore Spry Bay	60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1 HW	
Bedford - Musquodoboit Valley 01	Musquodoboit Valley	60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1 HW	
Hants East 14 Hants East 14	Hants Co. East	55 Survey Crew 60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1 HW	
Hants West 14	Hants Co. West	60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1 HW	
Hfx. - Dart. Suburban 25 Hfx. County 01 Hfx. - Dart. Suburban - Burnside 25	Burnside	55 Survey Crew 56 Misc. Employees 60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1 HW	
Hfx. - Dart. Suburban - Beechville 28	Beechville	55 Survey Crew 60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1 HW	
Miller Lake	Miller Lake	70 Shop Employees 71 Apprentices		

NOTE:

HW - Highway Worker

FS - Fleet Service Centres

SS - Sign Shop

PF - Provincial Field Crews

FE - Ferry Employees

BT - Bridge Tender Employees

***APPENDIX B**

OLD GEOGRAPHIC AREA	NEW GEOGRAPHIC AREA	CATEGORIES	WORK GROUPS
WESTERN			
Lunenburg/ Queen's Co. 02 Lunenburg Centre 02 Lunenburg West 02 Lunenburg Co. 02 Lunenburg/East Chester 03	Lunenburg Co.	54 Mechanical Shop 55 Survey Crew 56 Misc. Employees 60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1 FS 1 HW
Queens Co. 04	Queens Co.	60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1 HW
Yarmouth/ Shelburne 05 Shelburne Co. 05 Shelburne Co. 05	Shelburne Co.	54 Mechanical Shop 56 Misc. Employees 60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1HW
Yarmouth/ Shelburne 07 Yarmouth Co. 07	Yarmouth Co.	55 Survey Crew 56 Misc. Employees 60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1HW

APPENDIX B

OLD GEOGRAPHIC AREA	NEW GEOGRAPHIC AREA	CATEGORIES	WORK GROUPS	
WESTERN				
Valley Region/ Digby 09	Digby	60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1 HW	1 FS
Valley Region/ Clare 10	Clare	60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1 HW	
Annapolis/ Digby 11 Annapolis County 11	Annapolis East	54 Mechanical Shop 55 Survey Crew 56 Misc. Employees 60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1HW	
Annapolis County 11	Annapolis West	60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1 HW	
Kings County 12 Kings South 12 Kings West 12 Kings North 12 Kings Co. 12	Kings Co.	54 Mechanical Shop 55 Survey Crew 56 Misc. Employees 60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1HW	

APPENDIX B

OLD GEOGRAPHIC AREA	NEW GEOGRAPHIC AREA	CATEGORIES	WORK GROUPS
NORTHERN			
Colchester Co. 15	Colchester Co.	54 Mechanical Shop 57 Stockkeepers & Clerks	1 FS
Colchester South 15 Colchester North 15 Colchester Co. 15		55 Survey Crew 56 Misc. Employees 60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1HW
Cumberland County 16	Cumberland Co.	54 Mechanical Shop	
Cumberland 16 Cumberland 16 Cumberland 16		55 Survey Crew 56 Misc. Employees 60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1HW
Pictou County 17	Pictou Co.	54 Mechanical Shop	
Pictou East 17 Pictou West 17		55 Survey Crew 56 Misc. Employees 60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1HW

APPENDIX B

OLD GEOGRAPHIC AREA	NEW GEOGRAPHIC AREA	CATEGORIES	WORK GROUPS
EASTERN			
Antigonish/Guysborough 18 Antigonish Co. 18	Antigonish Co.	54 Mechanical Shop 53 Wood Bridge 55 Survey Crew 56 Misc. Employees 60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1 FS 1HW
Guysborough Co. 19 Guysborough 19	Guysborough Co.	55 Survey Crew 56 Misc. Employees 60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1 HW
St. Mary's 20	St. Mary's	60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1 HW
Richmond Inverness South 21 Richmond Co. 21	Inverness South/ Richmond	55 Survey Crew 60 Equipment Operators 61 Base Personnel 62 Misc. Employees 63 Misc. Employees 2 90 PE Crews	1 HW
Richmond/Inverness South Inverness South		54 Mechanical Shop	

APPENDIX B

OLD GEOGRAPHIC AREA	NEW GEOGRAPHIC AREA	CATEGORIES	WORK GROUPS
EASTERN			
Cape Breton Co. 22	Cape Breton Co.	54 Mechanical Shop	1 FS
North Nova & Centre 22 Cape Breton West 22 Cape Breton Co. 22		55 Survey Crew 60 Equipment Operators 61 Base Personnel 62 Misc. Employees 90 PE Crews	1HW
Victoria/Inverness North 23	Victoria Co.	54 Mechanical Shop	
Victoria Co. 23 Victoria Co. 23		55 Survey Crew 60 Equipment Operators 61 Base Personnel 62 Misc. Employees 63 Misc. Employees 2 90 PE Crews	1HW
Inverness North 26	Inverness North	60 Equipment Operators 61 Base Personnel 62 Misc. Employees 63 Misc. Employees 2 90 PE Crews	1 HW
PROVINCIAL CREWS			
Seed & Spray #194 Seed & Spray #294	Seed & Spray	80 All Employees	1 PF
Centreline Painting 95	Centreline Painting	80 All Employees	1 PF
Road Testing 96	Traffic Road Testing	80 All Employees	1 PF
Steel Bridges 98	Steel Bridge	80 All Employees	1 PF
BRIDGE TENDERS			
Grand Narrows Lift Bridge	Cape Breton Co.	41 All Employees	1 BT
FERRY EMPLOYEES			
Little Narrows		40 Ferry Employees	1 FE
Englishtown		40 Ferry Employees	2 FE
SIGN SHOP			
Truro Sign Shop 46	Colchester Co.	30 All Employees	1 SS

MEMORANDUM OF AGREEMENT

Between

Department of Transportation & Public Works
(hereinafter referred to as the "Employer")

and the

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

Notwithstanding Article 15.01(a) of the collective agreement between the parties, it is agreed that incumbents in Baseperson II positions effective the signing date of the collective agreement and whose names are contained on the attached list, and who, pursuant to an agreement between the parties, were not on the winter wage guarantee immediately prior to the signing of this agreement, shall have the option of not being engaged in the winter wage guarantee and the terms and conditions associated with it. Should such a person opt for the winter wage guarantee at any point in the future, the employee will subsequently no longer have the option provided under this Memorandum of Agreement.

LETTER OF UNDERSTANDING

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

The Employer agrees to make reasonable efforts to avoid the permanent layoff of long term employees as a result of contracting out during the life of this collective agreement.

It is understood to mean that long term employees are those employees with 7200 hours or above with the Department of Transportation and Public Works.

1. In this plan,

a) "administrator" means the Plan Administrator appointed by the Trustees to administer the Plan;

b) "amount of coverage" means an employee's bi-weekly benefit expressed as a percentage of normal salary;

c) "disability"/"disabled" means the complete inability, as defined from time to time in Guidelines made pursuant to this Plan, of an employee, because of illness or injury, to perform the regular duties of his/her occupation during the applicable elimination period and the next 30 months of any period of disability. Thereafter, an employee remains disabled if he/she is unable to engage in any occupation for remuneration or profit for which the employee is or may become fit through education, training, experience or rehabilitation, which occupations pay not less than 80% of the current rate of the position, class, and step he/she held prior to disability;

ca) "disability"/"disabled" means, for employees whose elimination period commences on or after May 1, 2002 and who make a claim under the Plan, the complete inability, as defined from time to time in Guidelines made pursuant to this Plan, of an employee, because of illness or injury, to perform the regular duties of his/her occupation during the applicable elimination period and the next 24 months of any period of disability. Thereafter, an employee remains disabled if he/she is unable to engage in any occupation for remuneration or profit for which the employee is or may become fit through education, training, experience or rehabilitation, which occupation pays not less than 75% of the current rate of the position, class and step he/she held prior to disability;

d) "elimination period" means 100 consecutive work days of short term illness leave or 100 days of short term illness due to the same or related causes, as defined in (the) Article of the applicable collective agreement;

e) "normal salary" means an employee's regular bi-weekly salary including any educational premium or unit premium received by the employee;

f) "Plan" means the Nova Scotia Public Service Long-Term Disability Plan;

g) "pre-disability salary" means the normal salary an employee is receiving or is entitled to receive on the last day of the elimination period;

h) "regular duties" means the duties that the employee was expected to perform immediately prior to the commencement of the elimination period;

i) "rehabilitation employment program" means a mandatory program, as contained in Guidelines made pursuant to this Plan, for rehabilitation of a disabled employee so as to enable him/her to return to suitable productive employment as determined by the Trustees;

j) "service" has the same meaning as defined in the applicable collective agreement;

k) "Trustee" means a member of the Board of Trustees of the Nova Scotia Public Service Long-Term Disability Plan.

2. In this Plan,

(1) words importing male persons include female persons and corporations;

(2) words in the singular include the plural, and words in the plural include the singular.

Application

3. This Plan applies to;

(1) employees as defined in Section 2(f) of the Civil Service Collective Bargaining Act and all other Nova Scotia Government Employees Union members who are insured under the Plan;

(2) groups or persons as outlined in Schedule "A" of the Trust Agreement;

(3) any other group or person as may be determined by the Board of Trustees and enumerated in Schedule "B" of the Trust Agreement.

Effective Date of Coverage

4. (1) Participation in the Plan shall be a condition of employment.

(2) An employee shall be covered under the Plan commencing the first day following the completion of three (3) consecutive months of service. Those who are employees on the signing date of the agreement are deemed to have completed the waiting period by that date.

Funding of the Plan

5. (1) The Plan will be funded from:

(a) the monies in the Premium Stabilization Fund on the signing date of the agreement;

(b) any future premium, reductions from the Unemployment Insurance Commission and refunds from Group Life Insurance Premiums in respect of employees participating in the Plan;

(c) income accruing to the Fund:

(d) contributions to the Fund by employees, defined in Section 3(1), which will be shared equally with the employee and the employer each contributing 1.77% of the employee's normal salary, to a maximum normal bi-weekly salary of $4,615.39;

(e) contributions in respect of persons entering the Plan under Section 3(2) and 3(3), with such rates of contribution being determined by the Board of Trustees of the Nova Scotia Public Service Long-Term Disability Plan.

(2) (a) Funds referred to in Section 5, subsection 1(b) may be diverted to help fund other employment related benefits if agreed to by the negotiating parties;

(b) Employee contributions to the Fund shall be waived with respect to a disabled employee during the time the employee is in receipt of disability benefit payments under this Plan.

Adjudication Right of Review

6. (1) When the Administrator has ruled that an employee is not eligible for benefits hereunder, the employee can appeal the decision through the Board of Trustees of the Nova Scotia Public

Service Long-Term Disability Plan, who will be responsible to schedule a medical appeal hearing in accordance with Section 6(3).

(2) The decision resulting from the appeal hearing shall be final and not subject to further review.

(3) A Medical Appeal System has been established with the following provisions:

(a) Such appeal system will be on medical grounds only;

(b) The cost of appeals shall be bourne by the appellant, however, if the appeal is successful, the costs will be paid by the Fund;

(c) Any appeal is to be initiated no later than 30 days following final denial of the employee's claim by the Plan Administrator.

Eligibility for Benefits

7. (1) Subject to subsection (6), when illness or injury results in the disability of an employee, the employee shall be eligible for benefits from the first day following the elimination period;

(2) Benefits authorized pursuant to subsection (1) may be continued for not more than the maximum benefit period as stated in Section 8 (8) and 8 (8A) during any one period of disability (and benefits shall cease at the cessation of the disability as determined by the Administrator);

(3) If the Administrator determines that the employee is capable of participating in an approved rehabilitation employment program and if the employee participates in a program, he/she shall receive benefits as provided in Section 8(5);

(4) An employee may be required by the Trustees to be assessed in accordance with Guidelines made pursuant to this Plan, and may be required by the Trustees to participate in a Rehabilitation Employment Program in accordance with Guidelines made pursuant to this Plan, while he/she receives Long Term Disability Benefits;

(5) The Trustees shall have the absolute right to determine if an employee is capable of participating in an approved Rehabilitation Employment Program;

(6) If there has been a return to work, successive periods of disability of an employee shall be considered as occurring in the same period of disability, unless;

(1) the later disability is for causes unrelated to the prior disability, or;

(2) the later disability is for causes related to the prior disability, but the employee has returned to work and has served continuously for thirty (30) consecutive work days or more before the related disability recurred.

(6A) For greater certainty, where, pursuant to subsection 7(6), a successive period of disability is considered as occurring in the same period of disability, the benefits payable during the successive period shall be governed by the benefits payable under the Plan at the time the original disability was accepted.

(7) No benefits shall be payable under the Plan because of:

(a) disability suffered in the course of voluntarily participating in the commission of a crime;

(b) disability suffered as a result of an act of war or participation in a riot, except when

carrying out the duties of his/her occupation;

(c) intentional self-inflicted disability or attempted self-destruction;

(d) disability due to alcoholism or drug addition, except where the employee is participating in a recognized therapeutic program to correct his/her addiction and is under the continuous care of a licensed physician;

(e) disability where the employee is not under the care of and following the treatment of a licensed physician or medical specialist;

(f) where the employee refuses to disclose medical information required by the Plan Administrator or specialists acting for the Plan Administrator.

(g) pregnancy related illness during the pregnancy exclusion period as defined in the applicable collective agreement or as prescribed by the applicable provincial statute;

(h) disability which occurred at work and is deemed to be a fully compensable injury by the Workers' Compensation Board;

(i) disability due to illness or injury which occurred after the employee was placed on layoff status;

(j) an employee shall not be entitled to long-term disability benefits from this Plan if his/her disability resulted from illness or injury with respect to which medical treatment, services, or supplies were received in the ninety (90) day period prior to the date of hire unless he/she has completed twelve (12) consecutive months of service after the date of hire during which time he/she has not been absent from work due to the aforementioned illness or injury;

(k) an employee shall not be entitled to long term disability benefits from this Plan if he/she refuses to be assessed in accordance with the Guidelines made pursuant to this Plan, or if he/she refuses to participate in a Rehabilitation Employment Program approved by the Trustees, unless the Trustees determine otherwise.

Amount of Coverage

8. (1) (a) The bi-weekly benefit for an employee covered by this agreement shall be 70% of his/her pre-disability salary to a maximum benefit of $2,000.00 bi-weekly;

(aa) For employees whose elimination period commences on or after May 1, 2002 and who make a claim under the Plan, the bi-weekly benefit for an employee covered by this agreement shall be 65% of the employee's pre-disability salary to a maximum benefit of $3,000.00 bi-weekly;

(b) Where an employee, on the signing date of this agreement, has accumulated sick leave days available to him/her under the sick leave plan in effect immediately prior to this agreement, which would provide him/her with more sick leave days at 100% of salary than he/she will receive under this Plan shall be able to carry forward these accumulated days for the purpose of topping up to 100% of normal salary the days otherwise compensated at 70% under Section 8 (1) (a) or at 65% under Section 8(1)(aa), as the case may be. For each day topped up the employee's accumulated sick leave days shall be reduced by one full day.

(2) For employees who are in receipt of benefits:

(a) contributions to the Public Service Superannuation Plan which would otherwise be made by an employee, shall be made by the employee based on the current rate of pay for the position, class and step he/she held prior to disability, with matching contributions being made by the employer;

(b) any contributions required to be made to the Canada Pension Plan in respect of the employee, including both employee and employer contributions, shall be made by the Fund.

(3) An employee who is eligible to receive benefits under the Plan and who, at the commencement of the elimination period is participating in the consolidated health care plan of the Province of Nova Scotia, shall continue to be covered for as long as he/she is in receipt of long-term disability benefits. The premiums for the consolidated health care plan shall be paid by the Employer.

(4) Employees who are participating in a scheduled on-going series of treatments or therapy shall be eligible to accumulate time off for such purposes in order that it may be credited under the provisions of short-term illness leave. In order to be deemed as on-going treatment or therapy, the time between successive sessions shall not exceed thirty (30) days.

(5) Employees, while on long-term disability, shall be covered under the provincial Group Life Insurance Plan at the current rate of pay for the position, class and step he/she held prior to disability. If premiums are required for basic group life insurance, they are to be paid by the Employer.

(6) The benefit for an employee who is receiving income under a recognized rehabilitation employment program, shall be reduced by an amount equal to 50% of the income received. Where the combination of benefits and income is in excess of the current rate of pay for the position, classification and step the employee held prior to disability, the benefits shall be reduced so as not to exceed 100% of that rate of pay.

(7) Increase to benefits under this Plan to reflect cost of living increases shall be determined as follows:

(a) the Trustees may, or upon a written request from the Plan Sponsors, the Trustees shall, obtain an actuarial opinion as to the effect of a proposed increase in benefits on the financial viability of the Plan;

(b) upon receipt of the actuarial opinion, the Trustees shall provide a copy of the opinion to the Plan Sponsors, and may provide a recommendation to the Plan Sponsors as to any proposed amount of increase and an effective date for a proposed increase;

(c) subject to clause (d), the Plan Sponsors shall provide a written direction to the Trustees as to the actual amount, if any, of an increase, and the effective date of any increase;

(d) no increase in a year shall exceed the lesser of 6% per annum, and an amount equal to the average increase to the Consumer Price Index for Canada for preceding twelve-month period ending October 31st, based on the figures as published by Statistics Canada for that period.

(8) The benefits shall cease at the earliest of:

(a) the last day of the month in which the employee attains 65 years of age;

(b) returning to work;

(c) death of the employee;

(d) the date the employee is no longer qualified as disabled as it is defined in this Plan;

(e) the last day of the month in which the employee attains 60 years of age, if the employee elects to exercise early retirement provisions under the Public Service Superannuation Act.

(8A) For employees whose elimination period commences on or after May 1, 2002, the benefits shall cease at the earliest of:

(a) the last day of the month during which the employee attains the age of 60 years;

(b) the last day of the month in which the employee attains 35 years of pensionable service pursuant to the terms of the employee's pension plan;

(c) the date the employee returns to work;

(d) the date of death of the employee;

(e) the date the employee is no longer qualified as disabled as defined in this Plan.

(9) Despite subsection (6), in the case of employees

(1) covered by the Interim Memorandum of Agreement between the Employer and the NSGEU effective April 18, 1998, and pertaining to certain employees in the Departments of Justice and Community Services who have been under investigation by the Internal Investigation Unit of the Department of Justice, as well as by any final memorandum of agreement that subsequently takes the place of the Interim Memorandum of Agreement; and

(2) who are not members of NSGEU but who are, by agreement by the sponsors, in the same situation as those referred to in (a);

and in respect of a period or periods of disability to which the Interim Memorandum of Agreement is applicable or would be applicable in the case of employees identified in (b), the following applies:

(i) part-time employment shall be deemed to be employment under a recognized rehabilitative employment program; and

(ii) benefits shall not be reduced by an amount equal to 50% of the income received, or by any other percentage of the income received, but benefits shall be reduced by whatever amount is necessary to ensure that benefits plus the income received does not exceed 100% of the rate of pay applicable to the employee prior to the commencement of short term illness benefits.

9. The benefit to which an employee is entitled under this section shall be reduced by:

(1) the amount of disability benefit entitlement, excluding children's benefits, under the Canada Pension Plan at the date of disability;

(2) the amount of benefits payable from any other group disability plan or pension plan, sponsored by the Employer;

(3) the amount of income received from rehabilitative employment in accordance with subsection 5 of Section 8;

(4) the amount of Workers' Compensation payments, received by the employee, except permanent partial disability awards;

(5) the amount of benefits payable from any disability plan sponsored by any employer, since inception of this Plan;

(6) the amount of benefits payable as a result of a disability which occurred at work and is deemed to be less than 65 percent compensable by the Workers' Compensation Board;

(7) the amount of income received by an employee from self-employment as set out in Guidelines made pursuant to this Plan;

(8) the amount of earnings recovered through a legally enforceable cause of action against some other person or corporation.

Termination of an Employee's Coverage

10. The coverage of an employee, who is not receiving benefits under the Plan, terminates on the earliest of the following dates:

(9) one hundred days prior to the last day of the month during which the employee attains the age 60 years;

(10) the date the employee occupies a position that is not eligible for coverage in accordance with Section 3;

(11) the date of the employee's termination of service;

(12) one hundred days prior to the last day of the month during which the employee attains 35 years of pensionable service pursuant to the terms of the employee's pension plan.

11. An employee on authorized leave shall be eligible to be covered under the Plan, providing the employee continues to make his/her required contributions.

Amendments

12. (1) This Plan may be amended from time to time by the Parties, after consultation with the Trustees.

(2) The Plan Administrator shall consistently apply the Plan in accordance with the Guidelines made pursuant to the Plan.

(3) The Trustees shall make Guidelines for the purpose of administration of the Plan respecting:

(1) Rehabilitation Employment Programs,

(2) medical assessments,

(3) self-employment,

(4) determination of eligibility, including the definition of "complete inability",

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

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

Termination of the Plan

13. In the event that the Plan is terminated, all contributions or benefits shall cease and the Fund will be disposed of in the following manner:

(a) All employees who are on short term illness and are deemed to be disabled by the Administrator and all employees who are then disabled and receiving benefits in accordance with Section 7 will have their benefits, at the level in force at the time of the Plan termination, purchased from an insurance company under a single premium non-participating closed group long-term disability contract, if such a contract is then available from an insurance company;

(b) If the fund is not sufficient to provide the full benefits to the employee then totally disabled, then the fund will be allocated to purchase for each such employee a reduced benefit in the same proportion that the cost of the full benefit for such employees bears to the total cost of the full benefits for all such employees;

(c) If a single premium non-participating closed group Long-Term Disability Contract is not available then, based on a valuation of the liabilities underlying payment of each employee receiving benefits under Section 7, the fund shall then be allocated in a manner acceptable to the Trustees, to each employee to the extent of the liabilities established by the valuation;

(d) If the fund is of a lesser amount than the amount of the liabilities, the fund shall be allocated to each employee receiving benefits under Section 7 in the same proportion as the value of the full benefit for each such employee bears to the total value of the liabilities determined under (c) above;

(e) Any fund established under (c) or (d) above shall be operated in accordance with the terms and conditions of the Plan except that the recovery of a disabled employee receiving benefit under Section 7 shall terminate his/her entitlement to such benefit;

(f) Any fund remaining after having made the allocation in (a) and (c) above shall be paid to the Employer for distribution for the benefit of the employees through negotiation with the Nova Scotia Government Employees Union.

14. In the event that the plan is terminated, then the benefits in existence under the sick leave section presently in the contract prior to the implementation of the Long-Term Disability Program on April 30, 1985 would be reinstated in its entirety. Banked sick leave will be credited to the employee as to the amount that is in his/her bank at the date of termination of the LTD plan.

Placement/Severance

14. (1) An employee who is not entitled to return to his/her own position, and who has been disentitled to benefits pursuant to this Plan, and who within 15 days of receipt by registered mail of notice that he/she has been disentitled to benefits, wants to return to employment with the employer and is fit to do so, shall be deemed to have been laid off and shall be entitled to the placement rights, but not the displacement rights, as contained in the layoff and recall provisions of the collective agreement;

2. The joint committee on technological change or other committee appointed by the parties comprised equally of management and union representation shall attempt to facilitate the placement of all affected employees;

3. Employees who have been disentitled to benefits under this Plan shall be entitled to receive severance payments in accordance with provisions of the collective agreement

Subrogation

15. Where a long-term disability benefit is payable for an injury or illness for which any third party is, or may be, legally liable, the Trustees will be subrogated to all rights and remedies of the employee against the third party, to recover damages in respect of the injury or death, and may maintain an action in the name of such employee against any person against whom such action lies, and any amount recovered by the Trustees shall be applied to:

(a) payment of the costs actually incurred in respect of the action, and reimbursement to the Trustees of any disability benefits paid, and the balance, if any, shall be paid to the employee whose rights were subrogated.

(b) any settlement or release does not bar the rights of the Trustees under subsection (1) unless the Trustees have concurred therein.

(c) an employee will fully cooperate with the Trustees in order to allow the Trustees to do what is reasonably necessary to assert the Trustees' rights to subrogation.