



# **Collective Agreement**

**- Between -**

**TOWN OF MULGRAVE**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1116**

**March 1, 2010 - February 28, 2013**

# TABLE OF CONTENTS

<b>ARTICLE 1 - PREAMBLE .....</b>	<b>1</b>
<b>ARTICLE 2 - MANAGEMENT RIGHTS .....</b>	<b>1</b>
<b>ARTICLE 3 - RECOGNITION AND NEGOTIATIONS .....</b>	<b>2</b>
<b>ARTICLE 4 - NO DISCRIMINATION.....</b>	<b>2</b>
<b>ARTICLE 5 - UNION SECURITY .....</b>	<b>3</b>
<b>ARTICLE 6 - CHECK-OFF OF UNION DUES.....</b>	<b>3</b>
<b>ARTICLE 7 - THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES .....</b>	<b>4</b>
<b>ARTICLE 8 - MANAGEMENT-LABOUR RELATIONS .....</b>	<b>4</b>
<b>ARTICLE 9 - SENIORITY AND PROMOTIONS .....</b>	<b>4</b>
<b>ARTICLE 10 - GRIEVANCE PROCEDURE.....</b>	<b>6</b>
<b>ARTICLE 11 - ARBITRATION .....</b>	<b>8</b>
<b>ARTICLE 12 - HOURS OF WORK, OVERTIME AND HOLIDAYS .....</b>	<b>9</b>
<b>ARTICLE 13 - VACATIONS.....</b>	<b>11</b>
<b>ARTICLE 14 - LEAVE OF ABSENCE.....</b>	<b>12</b>
<b>ARTICLE 15 - PAYMENT OF WAGES .....</b>	<b>16</b>
<b>ARTICLE 16 - PROTECTIVE CLOTHING.....</b>	<b>16</b>
<b>ARTICLE 17 - JOB CLASSIFICATION.....</b>	<b>16</b>
<b>ARTICLE 18 - SAFETY AND HEALTH.....</b>	<b>17</b>
<b>ARTICLE 19 - GENERAL .....</b>	<b>17</b>
<b>ARTICLE 20 - RETIREMENT ALLOWANCE .....</b>	<b>18</b>
<b>ARTICLE 21 - JOB SECURITY.....</b>	<b>18</b>
<b>ARTICLE 22 - DRUG AND ALCOHOL CLAUSE .....</b>	<b>19</b>
<b>ARTICLE 23 - TERM OF AGREEMENT .....</b>	<b>20</b>
<b>ARTICLE 24 - MISCELLANEOUS.....</b>	<b>20</b>
<b>APPENDIX "A" .....</b>	<b>21</b>

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010, A.D.

BETWEEN:

**TOWN OF MULGRAVE, Nova Scotia,  
hereinafter referred to as the "Employer",**

Party of the First Part

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1116  
hereinafter referred to as the "Union",**

Party of the Second Part

## **ARTICLE 1 - PREAMBLE**

WHEREAS it is the desire of both parties to this Agreement:

1. To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

NOW, THEREFORE, the Parties agree as follows:

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union recognizes that it is the function of the management to manage the affairs of the operation and to direct the working forces of the Employer subject to the terms of this Agreement.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

- 3.01 The Employer, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees, Local Union 1116, as the sole collective bargaining unit, consisting of all employees of the Town of Mulgrave, but excluding the Superintendent of Public Works, Office Employees, and those persons excluded by Paragraphs (a) and (b) of Sub-section (2) of Section 1 of the Trade Union Act, and hereby consents and agrees to negotiate with the Union, or any authority Committee thereof, in any and all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.
- 3.02 Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, experimenting, or in emergencies when regular employees are not available.
- 3.03 No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this contract.
- 3.04 In respect of employees covered by this Agreement, the Employer shall not recognize during the currency of this Agreement any other bargaining agent in respect of any matters herein dealt with.
- 3.05 It is agreed the Town of Mulgrave as the Employer is recognized as an equal opportunity employer and therefore recognizes all job opportunities are open to both male and female applicants.**

## **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, training, wage rate, up-grading, promotion, transfer, lay-off, discipline, discharge or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, or by reason by the employee's membership in a labour union.

## ARTICLE 5 - UNION SECURITY

- 5.01 (a) All employees covered by this Agreement, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. The Union shall be the sole judge of the good standing of its members.
- (b) **Discharge, Suspension and Discipline**  
Should the Employer take disciplinary action against an employee who has completed the probationary period, the employee shall be notified in writing of the action and the Union shall be copied. Such notice will contain the reasons for the disciplinary action.
- (c) **Adverse Report**  
The Employer shall notify an employee in writing of any expression of dissatisfaction concerning the employee's work within ten (10) days of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record for use against the employee at any time. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to the employee's work. The employee's reply to such a complaint, accusation or expression of dissatisfaction shall become part of the employee's record.

## ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01 The Employer agrees to deduct from every employee any monthly dues or assessments levied, in accordance with the Union's By-Laws, and owing by the employee to the Union.
- 6.02 **New Employees shall become members of the Bargaining Unit starting on their first day of employment.**
- 6.03 **Probation for Newly-Hired Employees**  
**A newly-hired employee shall be on probation for the first three (3) months of employment. After completion of the probationary period, seniority shall be effective from the original date of hire.**

## **ARTICLE 7 - THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

7.01 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in Article 5 and Article 6, dealing with Union Security and Dues Check-Off.

## **ARTICLE 8 - MANAGEMENT-LABOUR RELATIONS**

8.01 For the efficiency of the service it is agreed by both parties to this agreement that a Management-Labour Relations Committee be set up. This Committee shall meet on the request of either party giving five (5) days notice one to the other. The Party requesting the meeting shall supply to the other an agenda of what they wish to discuss at such meeting. The said Committee shall consist of three (3) non-union persons appointed by the Employer and three (3) members of the Executive of the Local Union.

## **ARTICLE 9 - SENIORITY AND PROMOTIONS**

9.01 If the Town Council increases the staff, employees shall be considered, provided they possess the necessary qualifications and ability and are otherwise fit and suitable therefore. The decision of the Town as to qualifications and ability of an employee shall not be cause of a grievance.

9.02 (a) When an employee is needed to fill a position within the working force, other than that of labour classification, the Town may engage a new employee having the qualifications for such position, if it is not possible to obtain a presently qualified person from within the present working force such a person shall received the pay classification for the work that the employee has been hired to do.

(b) In order to give employees the opportunity of becoming qualified for higher classifications, the Town agrees to select people from time to time deemed suitable for training and to train them. While being trained, and until such time as trainees are certified by the Superintendent of Public Works to be qualified for a higher classification; their hourly rate of pay will remain at the rate paid immediately previous to their selection as trainees.

(c) The Union shall have the right to make formal representations on behalf of any employee before certification is granted, as referred to in (b) above.

- 9.03 The seniority of an employee shall be confined to the Public Works Department to which such employee belongs and shall be determined according to the date such employee entered and remained continuously therein employed. The rules as to such seniority standing shall be in force, but shall apply only within the Public Works Department.
- 9.04 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.
- 9.05 Both parties agree that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, full-time and casual employees shall be laid-off in the reverse order of their seniority. Employees shall be recalled in the order of this seniority providing they are qualified to do the work. No new employees will be hired until those laid off have been given an opportunity to recall.

Advance notice of lay-off shall be according to the conditions set out in the Nova Scotia Labour Standards Code.

- 9.06 Vacancies within the Public Works Department of the service, other than Superintendent of Public Works, shall be filled by promotions according to seniority standing provided, however, that the employee entitled to promotion solely by reason of seniority, possesses the necessary qualifications and is otherwise fit and suitable therefore.
- 9.07 If the position of the Superintendent of Public Works becomes vacant, the qualifications, fitness and suitability of any employee in the Public Works Department shall be given due consideration in connection with the appointment of such position.
- 9.08 It is recognized that the determination of the employee's qualifications rests exclusively with the Town. This applies not only to lay-off, but to promotion and recall.
- 9.09 Any employee denied promotion shall receive reason for denial upon request therefore.
- 9.10 **Loss of Seniority**  
Seniority shall be forfeited for any of the following reasons:
- (a) the employee is discharged for just cause and not reinstated;
  - (b) the employee resigns and leaves the service of the Employer provided, that if the employee reconsiders and withdraws a verbal resignation within forty-eight (48) hours, the seniority will not be forfeited. Retention of seniority and employment, in such case, shall only apply once for each employee;

- (c) the employee is suspended for just cause, in which event the loss of seniority shall be for the period of suspension;
- (d) failing to return to work after having been notified by the Employer by personal written delivery or registered mail that employment is available, unless through sickness up to six (6) months or other just cause;
- (e) permanent employees shall not lose seniority for two (2) years. All other employees who attain union status shall not lose seniority for one (1) year.

#### 9.11 **Training Courses**

The Employer shall post a bulletin for any training course and experimental programs for which employees may be selected. The bulletin shall contain the following information:

1. Type of course (subject and material to be covered).
2. Time, duration and location of the course.
3. Basic minimum qualifications required for applicants.

This bulletin shall be posted whenever possible for a period of two (2) weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training.

The Employer shall take into account their present and future requirements for which the training is provided and in instances where these factors are relatively equal among applicants, seniority shall be used.

#### 9.12 **Bumping**

In the event of a lay-off, permanent, full-time employees shall have the right to bump laterally in the same classification and downward in the bargaining unit provided that they have sufficient qualifications and ability to perform the work of the position into which they are bumping and they possess greater seniority than the person being bumped.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

### 10.01 (a) **Definition of a Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly, improperly, or unreasonably.



(b) The Employer acknowledges the right of the Union to appoint, or otherwise select, a Grievance Committee of three (3) members who shall be employees of the Employer; and the Union acknowledges the right of Council to appoint four (4) members. The personnel of such Committee shall be communicated to each other.

(c) **Settling of Grievances**

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

**STEP 1** Within forty-eight (48) hours after an incident giving rise to the grievance, the aggrieved employee will first attempt to settle the dispute with the employee's immediate Supervisor, and will have the employee's Shop Steward present. If no satisfactory settlement is reached, the aggrieved employee will file a written grievance within forty-eight (48) hours after the meeting with the Supervisor. The Supervisor will render the employee's decision within two (2) working days after receiving such written grievances.

**STEP 2** If the Shop Steward of the Union considers the grievance to be justified, the employee(s) concerned, together with the Grievance Committee will submit to the Committee from the Town Council written statement of the particulars of the complaint and the redress sought. The Committee from Town Council shall tender its decision within ten (10) working days after receipt of such notice.

**STEP 3** Failing agreement being reached in Step 2, application shall be made to the Council in writing, stating the grievance concerned and a hearing shall be granted within ten (10) days following the application.

**STEP 4** Failing a satisfactory settlement within fourteen (14) working days after the dispute was first discussed by Council, the Union may, on giving fourteen (14) working days notice in writing to the Council of their intention to refer the dispute to arbitration.

(d) **Technical Objection to Grievance**

An Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which the employee deems just and equitable, providing that nothing in this section shall allow an arbitrator the right to waive the obligation of either party to process a grievance in accordance with the terms of Article 12, and any changes advanced at the time of arbitration do not deviate from the nature of the complaint.

10.02 Where a dispute involving a question of general application or interpretation occurs, the Employer and the Union may agree to by-pass Steps 1, 2 and 3 of this Article.

10.03 Replies to grievances shall be in writing at all stages.

10.04 Grievances settled satisfactorily within the time allowed shall date from the time the grievance was filed.

10.05 The Employer shall supply the necessary facilities for the grievance meetings.

## **ARTICLE 11 - ARBITRATION**

11.01 When either party requests that a grievance be submitted to arbitration the request shall be made in writing addressed to the other party of the name and address of its appointee.

11.02 If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a Chairperson within fourteen (14) working days, the appointment shall be made by the Minister of Labour upon the request of either party.

11.03 No person shall be selected as a member of an Arbitration Board who:

- (a) is acting, or has within a period of six (6) months preceding the date of the employee's appointment acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either of the parties;
- (b) has a pecuniary interest in the matters referred to the Board.

11.04 The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The Board shall commence its proceedings within fourteen (14) working days after the Chairman is appointed. The decision of a majority shall be the decision of the Board.

11.05 The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify, or amend this agreement in any respect. The Board shall have the power to alter the penalty imposed on any employee by the Employer.

11.06 Each party shall pay:

- (i) the fees and expenses of the Arbitrator it appoints;
- (ii) one-half the fees and expenses of the Chairperson.

11.07 The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties to this Agreement.

11.08 If mutually agreed, a Single Arbitrator may be used.

## **ARTICLE 12 - HOURS OF WORK, OVERTIME AND HOLIDAYS**

12.01 The normal hours of work shall be eight (8) hours per day, five (5) days per week, constituting a forty (40) hour week and shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday inclusive, with one hour off for lunch. Unless otherwise instructed by the Chief Administrative Officer, employees shall report at the Town Garage in time to be on work sites by 8:00 A.M.

### **12.02 Call-Back Guarantee**

**An employee who is called in and required to work outside his/her regular working hours shall be paid for a minimum of four (4) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do. When the work called back for is completed, the employee shall be allowed to leave.**

**The Employee shall be paid from the time he/she is called to report for duty until the time he/she arrives back upon proceeding directly from work.**

**Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours in any one day.**

12.03 **Employees called out for emergency work or when filling in during absence of Superintendent of Public Works; i.e., vacation or sickness or leave of absence, shall be paid \$5.00 for each weekend day for travel allowance, and mileage when using own vehicle during the week when the town truck is not available.**

12.04 **Any work performed on Sundays shall be paid for at the rate of double time (2X) for (full-time) employees. (Full-time) employees called out for work after regular hours shall be paid a minimum of two hours at the rate of time and one-half (1½), except on Sundays when the rate of double time (2X) shall be paid.**

**Casual employees who have accumulated forty (40) hours during a normal work week will earn overtime at the same rate as full-time employees. Any hours worked during the normal forty (40) hour work week will be paid at their normal hourly rate.**

**12.05 Employees called out for work on a Statutory or Civic Holiday for which the employee is already being paid, shall be paid at the rate of time and one-half (1½).**

12.06 (a) For the purpose of the above the following shall be considered as holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Armistice Day
Boxing Day	Christmas Day
Queen's Birthday	First Monday in August
Dominion Day	

and any other holiday proclaimed by the Provincial or Federal Government or the Town.

(b) Employees shall receive one-half (1/2) day on Christmas Eve and New Year's Eve.

**12.07 Sharing of Overtime**

Overtime and call-out time shall be divided equally among employees who are willing and qualified to perform the available work.

**12.08 Time Off in Lieu of Overtime**

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed to by the employee and the Employer. The parties agree that employees shall have a banking entitlement of five (5) days. Employees must notify the Employer by November 1st of each calendar year as to the selected times to be taken.

**12.09 Stand-By Duty**

Starting in the fiscal year 2001-2002, stand-by duty will be in effect from December 1<sup>st</sup> to March 31<sup>st</sup>. The stand-by schedule shall alternate weekly and shall be worked out within the Public Works Department. Employees assigned to stand-by duty will be compensated by payment of the equivalent of eight (8) hours times their regular hourly rate for each week of stand-by duty.

Article 12.02 shall apply to those employees called in while on stand-by duty.

## **ARTICLE 13 - VACATIONS**

13.01 The Town agrees to grant vacations with pay to employees covered by this Agreement according to the following scale:

After one (1) year's service	Three (3) weeks' vacation
After ten (10) years' service	Four (4) weeks' vacation
After twenty (20) years' service	Five (5) weeks' vacation
After twenty-five (25) years' service	Six (6) weeks' vacation

13.02 Employees entitled to three (3) weeks vacation in any one year shall be permitted to take three (3) consecutive weeks only upon the approval of the Chief Administrative Officer.

13.03 (a) Qualifying period for vacations shall be from January 1st to December 31st inclusive in any year. Preference for vacations shall be according to seniority and vacations shall be granted insofar as possible between the 1st of June and September 30th of each year.

(b) The parties agree that the Lead Hand and the Superintendent of Public Works shall not be permitted to be on vacation at the same time. In the event there is a conflict involving vacation scheduling, the employees involved shall try to work out the conflict. If there is no resolve to the conflict, during the first year, vacation shall be assigned in accordance with seniority and then rotated from year to year thereafter.

13.04 All employees shall receive vacation pay on the day preceding the first day of such vacation.

13.05 If the employee leaves the service of the Town on the employee's own accord, is laid off, or is dismissed for cause when an unused period of vacation with pay stands to the employee's credit, the employee shall be paid the amount due the employee in lieu of vacation earned on a pro-rata basis.

## ARTICLE 14 - LEAVE OF ABSENCE

14.01 The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

14.02 Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer to employees elected or appointed to represent the Union at Union Conventions. Such time shall not exceed a total of fourteen (14) days in any one year.

### 14.03 **Compassionate Leave**

The Town agrees to grant bereavement leave of **five (5) consecutive days** inside or outside of Nova Scotia, to all permanent employees. The bereavement leave shall apply to immediate members of the employee's family: Wife, Son, Daughter, Father, Mother, Sister, Brother, Grandmother, Grandfather, Mother-in-Law, Father-in-Law. The Town also agrees that five (5) consecutive days be granted if funeral is outside of Province. The employee shall be granted one (1) day off with pay on the death of a relative who is not a member of the employee's immediate family. This includes Aunt and Uncle.

14.04 The Council and Union agree that if employees are required to **attend** contract negotiations with Council during working hours they shall receive their regular pay. The Union agrees that if employees are required to attend after working hours they shall not receive additional pay.

### 14.05 **Pregnancy / Birth Leave**

- (a) **A pregnant Employee is entitled to an unpaid leave of absence, which when combined with parental leave, is a maximum of up to fifty-two (52) weeks.**
- (b) **An Employee shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.**
- (c) **The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.**
- (d) **Pregnancy leave shall begin on such date as the Employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery not later than the date of delivery.**

- (e) **Pregnancy leave shall end on such date as the Employee determines, but not later than fifty-two (52) weeks following the date of delivery, not sooner than one (1) week after the date of delivery.**

#### **14.06 Pregnancy Leave Notice**

- (a) **A pregnant Employee shall provide the Employer with at least four (4) weeks' notice of the date the Employee intends to begin pregnancy leave. Such notice and start date of the leave may be amended:**
  - (i) **by changing the date in the notice to an earlier date for medical reasons as verified by the Employee's attending physician. In such cases the Employee will provide as much advance notice of the revised start date of the leave as is possible; or,**
  - (ii) **by changing the date in the notice to an earlier date for personal reasons if the notice is amended at least four (4) weeks before the originally selected date; or,**
  - (iii) **by changing the date in the notice to a later date if the notice is amended at least four (4) weeks before the original date.**
- (b) **Where notice as required under Article 14.06 (a) is not possible due to medical circumstances beyond the control of the Employee, the Employee will provide the Employer as much notice as reasonably practicable of the commencement of the Employee's leave or return to work.**

#### **14.07 No Termination**

**The Employer shall not terminate the employment of an Employee because of the Employee's pregnancy.**

#### **14.08 Pregnancy Leave - Employer Requirement**

**The Employer may require an Employee to commence a leave of absence without pay where the Employee's position cannot be reasonably performed by a pregnant woman or the performance of the Employee's work is materially affected by the pregnancy. Such action shall not be taken until the Employee has been advised of the Employer's concerns and is provided with the opportunity to furnish medical evidence establishing the Employee's ability to work.**

#### **14.09 Pregnancy Sick Leave**

**Leave for illness of an Employee arising out of or associated with an Employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 14.05, may be granted sick leave in accordance with the provisions of this Collective Agreement.**

#### **14.10 Parental and Adoption Leave**

**Shall refer to the following leaves which include female biological parents, male biological parents, male adoptive parents and female adoptive parents.**

- (a) The parental leave of an Employee who has taken pregnancy/birth leave and whose newborn child or children arrive in the Employee's home during pregnancy/birth leave:
  - (i) shall begin immediately upon the exhaustion of the pregnancy/birth allowance, without the Employee's returning to work; and**
  - (ii) shall end not later than fifty-two (52) weeks after the parental leave began as determined by the Employee. In no case shall the combined pregnancy/birth and parental/adoption leaves to which the Employee is entitled exceed a maximum of fifty-two (52) weeks.****
  
- (b) The parental leave for an Employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in 14.10(a);
  - (i) shall begin on such date coinciding with or after the birth of the child as the Employee determines; and**
  - (ii) shall end not later than fifty-two (52) weeks after the child or children first arrive in the Employee's home.****
  
- (c) An Employee who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to fifty-two (52) weeks. This leave:
  - (i) shall begin on a date coinciding with the arrival of the child or children in the Employee's home; and**
  - (ii) shall end not later than fifty-two (52) weeks after the leave began.****



#### **14.11 Pregnancy/Birth and Parental and Adoption Leave Deferral**

If an Employee is entitled to pregnancy/birth or parental, or adoption leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.

#### **14.12 Return to Work**

An Employee on pregnancy/birth or parental, or adoption leave must provide a minimum of four (4) weeks' notice of his or her intended date to return to work, or such shorter period of notice as mutually agreed between the Employer and the Employee. When an Employee reports for work upon the expiration of pregnancy/birth or parental, or adoption leave, the Employee shall resume work in the position held by the Employee immediately before the leave began or where that position is eliminated in a comparable position within the site.

#### **14.13 Continuation of Service and Seniority**

While on pregnancy/birth or parental, adoption leave, an Employee shall continue to accrue and accumulate service and seniority credits at the same rate as before the leave for the duration of the leave and the Employee's service and seniority shall be deemed to be continuous.

#### **14.14 Continuation of Benefit Plans**

While an Employee is on pregnancy/birth or parental, or adoption leave, the Employer shall permit the Employee to continue participation in eligible benefit plans. The Employee shall be responsible to pay both the Employer and the Employee's shares of the premium costs for maintaining such coverage for which the Employee is eligible during the period of leave.

#### **14.15 Special Leave - Birth**

Where an Employee's spouse gives birth to a child, the Employee shall be granted special leave without loss of regular pay up to a maximum of fifteen (15) scheduled hours during the confinement of the mother. This leave may be divided into periods and granted on separate days.

**14.16 Paid Jury or Court Witness Duty Leave**

The Employer shall grant paid leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The employee will present proof of service, and any daily rates and/or travel allowances paid by the Court to the Town's Chief Administrative Officer. Any daily rates and/or travel allowances paid to the employee by the Court shall be deducted from the employee's regular municipal pay cheque. Time spent by an employee required to serve as a court witness in any matter arising out of the employee's employment shall be considered as time worked at the appropriate rate of pay.

**14.17 Substitution of Paid Leaves**

Employees shall be allowed to substitute paid leaves upon proof of eligibility. This article is specific to vacation, bereavement and sick leave and in the case of sick leave substitution proof of hospitalization is required.

**ARTICLE 15 - PAYMENT OF WAGES**

15.01 The Town agrees to pay and the Union agrees to accept the scale of wage rates in accordance with Appendix "A" attached hereto and forming part of this Agreement.

15.02 Pay Day shall be on Friday of every week.

**ARTICLE 16 - PROTECTIVE CLOTHING**

16.01 The Employer agrees to supply when required, protective clothing and safety equipment without cost to all employees: rubber boots, rubber coats, safety hat, rubber gloves. Also, one (1) pair coveralls one year and one (1) pair work boots the next year.

**ARTICLE 17 - JOB CLASSIFICATION**

17.01 The rate of pay for any position not covered by Appendix "A" which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and rate of pay of the job in question, such dispute shall be submitted to negotiations and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

## ARTICLE 18 - SAFETY AND HEALTH

- 18.01 The Town agrees to make reasonable provisions for the safety and health of the employee. Dangerous practices and devices will be reported to the Employer who will take all reasonable and necessary precautions to eliminate all hazards.
- 18.02 First Aid facilities shall be provided for the employees.
- 18.03 Should any employee be injured during working hours, and as a consequence be unable to continue working, the employee shall be paid for the full shift, regardless of the time of the injury, **with** the presentation of a Doctor's certificate of the employee's inability to work.

## ARTICLE 19 - GENERAL

- 19.01 Proper accommodation shall be provided for employees to have their meals and keep their clothes.
- 19.02 The Employer shall provide a space for Bulletin Boards in the Town Garage 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.
- 19.03 All rights, benefits, and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement and may be modified by mutual agreement between the Employer and the union.
- 19.04 **Annual Paid Sick Leave**  
Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1½) days for every month an employee is employed. If requested by the Town, a Doctor's certificate is necessary to claim sick leave.
- Sick Leave may be granted to an employee when an illness occurs in a member of the employee's immediate family that requires the employee's attention, up to a maximum of **five (5) days**. For example; accompanying the employee's child to a dentist or doctor, or attending to a sick family member in the home. Sick leave credits will be reduced accordingly and accumulated sick leave credits cannot be used for illnesses other than the employee.
- 19.05 **Accumulation of Sick Leave**  
The unused portion of an employee's sick leave shall accrue for the employee's future benefits to a maximum of **ninety (90) days**.

**19.06 Workers' Compensation and Sick Leave**

The Employer agrees to pay the gross pay of each employee while on W.C.B. by use of the sick leave provisions such that they would be used to make up the difference between the amount received by W.C.B. deductions would be one (1) day of sick leave for every five (5) days of Workers' Compensation and deducted from the employee's accumulated sick leave credits.

**19.07 Truck Availability**

(a) During regular working hours, if the pickup truck is needed by the Public Works Department, the person who has the pickup truck shall be on-call to provide or drive the truck as needed for the Public Works employees to complete their assigned work.

(b) During off hours, the truck shall be parked at a convenient location within the Town for use of Public Works employees when needed for call-back assignments.

(c) In the event of problems with this on-call system, the parties shall meet to discuss the problem with the goal of resolving it as quickly as possible.

**ARTICLE 20 - RETIREMENT ALLOWANCE**

20.01 Employees who retire or who are forced to terminate after ten (10) years of service shall receive a lump sum payment of two thousand hundred dollars (\$2,000.00) during the term of this Agreement.

**20.02 Pension Plan**

The existing Pension Plan with a contribution rate of 5% Employee and 5% Employer shall be maintained.

**ARTICLE 21 - JOB SECURITY**

**21.01 Restrictions on Contracting Out**

In order to provide job security for the members of the Bargaining Unit, the Employer agrees that all work services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-unit employee.

## **ARTICLE 22 - DRUG AND ALCOHOL CLAUSE**

22.01 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this agreement, the Employer and the Union agree to co-operate in encouraging employees afflicted with alcoholism or drugs to undergo a co-ordinated program directed to the objective of their rehabilitation.

**ARTICLE 23 - TERM OF AGREEMENT**

23.01 This Agreement shall be binding and remain in effect from **March 1<sup>st</sup>, 2010 to February 28<sup>th</sup>, 2013**, and shall continue in effect from year to year unless either party gives written notice to the other party of their desire to amend this Agreement or negotiate a new agreement. Such notice may be given at least sixty (60) days prior to **February 28, 2013**.

**ARTICLE 24 - MISCELLANEOUS**

24.01 The Employer agrees to pay one hundred percent (100%) costs of the Medical Plan and Drug Plan.

24.02 The Employer agrees to week on, week off concept of employment providing work is available.

DATED AT THE TOWN OF MULGRAVE, NOVA SCOTIA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2010.

SIGNED ON BEHALF OF:

**TOWN OF MULGRAVE, N.S.**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1116**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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## APPENDIX "A"

EFFECTIVE DATE			
	March 1, 2010 1.5%	March 1, 2011 1.5%	March 1, 2012 2%
Labourer	15.46	15.69	16.00
Utility Worker	15.61	15.84	16.16
Operator/Labourer	18.13	18.40	18.77
Backup Operator (temporary)	17.68	17.95	18.31
Lead Hand	19.23	19.52	19.91

### NOTE

- Operator(s) and/or Labourer(s) may be directed to drive truck(s) and shall be paid their regular rate while doing so.
- Marvin Ehler shall be paid the full-time Operator/Labourer rate.

Utility: Includes all specialized functions, such as reading of meters, raking of asphalt, tapping gear, driving of one-ton vehicle, greasing vehicle, mixing chemicals for water/sewer treatment plant.

cope 491