Collective Agreement

- Between -

TOWN OF SPRINGHILL

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 919

November 1, 2010 – October 31, 2015
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PREAMBLE</td>
<td>4</td>
</tr>
<tr>
<td>2</td>
<td>MANAGEMENT RIGHTS</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>RECOGNITION AND NEGOTIATIONS</td>
<td>4</td>
</tr>
<tr>
<td>4</td>
<td>NO DISCRIMINATION</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>UNION SECURITY</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>CHECK-OFF OF UNION DUES</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES</td>
<td>6</td>
</tr>
<tr>
<td>8</td>
<td>MANAGEMENT-LABOUR RELATIONS</td>
<td>6</td>
</tr>
<tr>
<td>8.01</td>
<td>MANAGEMENT_LABOUR_RELATIONS_COMMITTEE</td>
<td>6</td>
</tr>
<tr>
<td>8.02</td>
<td>HEALTH &amp; SAFETY COMMITTEE</td>
<td>7</td>
</tr>
<tr>
<td>9</td>
<td>SENIORITY</td>
<td>8</td>
</tr>
<tr>
<td>10</td>
<td>LAY-OFFS AND REHIRINGS</td>
<td>9</td>
</tr>
<tr>
<td>11</td>
<td>PROMOTIONS AND STAFF CHANGES</td>
<td>9</td>
</tr>
<tr>
<td>12</td>
<td>GRIEVANCE PROCEDURE</td>
<td>10</td>
</tr>
<tr>
<td>13</td>
<td>ARBITRATION</td>
<td>11</td>
</tr>
<tr>
<td>14</td>
<td>DISCIPLINE AND DISCHARGE CASES</td>
<td>12</td>
</tr>
<tr>
<td>15</td>
<td>HOURS OF WORK</td>
<td>13</td>
</tr>
<tr>
<td>15.01</td>
<td>PUBLIC WORKS</td>
<td>13</td>
</tr>
<tr>
<td>15.05</td>
<td>COMMUNITY CENTRE</td>
<td>14</td>
</tr>
<tr>
<td>16</td>
<td>OVERTIME</td>
<td>15</td>
</tr>
<tr>
<td>16.01</td>
<td>PUBLIC WORKS</td>
<td>15</td>
</tr>
<tr>
<td>16.09</td>
<td>COMMUNITY CENTRE</td>
<td>16</td>
</tr>
<tr>
<td>17</td>
<td>TEMPORARY TRANSFERS</td>
<td>17</td>
</tr>
<tr>
<td>18</td>
<td>HOLIDAYS</td>
<td>17</td>
</tr>
<tr>
<td>19</td>
<td>VACATIONS</td>
<td>17</td>
</tr>
<tr>
<td>20</td>
<td>MEDICAL PLAN / PENSION PLAN</td>
<td>19</td>
</tr>
</tbody>
</table>
ARTICLE 21 - SICK LEAVE AND WORKERS’ COMPENSATION ................................................. 20
ARTICLE 22 - LEAVE OF ABSENCE .................................................................................. 23
ARTICLE 23 - PAYMENT OF WAGES ............................................................................... 24
ARTICLE 24 - PROTECTIVE CLOTHING ....................................................................... 24
  24.01 PUBLIC WORKS ......................................................................................................... 24
  24.03 COMMUNITY CENTRE ............................................................................................ 24
ARTICLE 25 - JOB CLASSIFICATION .............................................................................. 25
ARTICLE 26 - SUB-CONTRACTING .................................................................................. 25
ARTICLE 27 - GENERAL .................................................................................................. 25
ARTICLE 28 - TERM OF AGREEMENT .......................................................................... 26
ARTICLE 29 - BENEFIT AND BINDING .......................................................................... 26
SCHEDULE "A" .................................................................................................................. 28
  WAGES – PUBLIC WORKS ............................................................................................... 28
SCHEDULE "B" .................................................................................................................. 30
  WAGES – COMMUNITY CENTRE ................................................................................... 30
LETTER OF UNDERSTANDING ..................................................................................... 32
  RE: JOHN PARSONS .......................................................................................................... 32
LETTER OF UNDERSTANDING ..................................................................................... 33
  RE: URGENT SNOW CLEARING ................................................................................... 33
LETTER OF UNDERSTANDING ..................................................................................... 34
  RE: FORMS ....................................................................................................................... 34
THIS AGREEMENT made this ________ day of _______________________, 20__.

BETWEEN: CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL UNION 919,
(hereinafter referred to as the "Union")

Party of the First Part

AND: TOWN OF SPRINGHILL,
SPRINGHILL, NOVA SCOTIA,
(hereinafter referred to a the "Employer")

Party of the Second Part

DEFINITIONS

(a) Employee means any person employed in a classification as listed in Schedule "A" and "B" to this Agreement.

(b) A Regular Full-Time Employee means any person employed to work the normal work week as established in Article 15 of this Collective Agreement.

(c) A Regular Part-Time Employee, or Seasonal Employee means any person employed to work the normal work week as established in Article 15 of this Collective Agreement to meet seasonal changes in the Employer's demand or supply of labour. A Seasonal Employee may work either full-time or part-time hours. A seasonal Employee shall be entitled to the benefits of this Collective Agreement on a pro-rated basis. A Seasonal Employee shall not be entitled to the benefits of Article 20.01 or Article 21.09 of this Collective Agreement.

(d) A Casual Employee is a person who is not regularly scheduled but who is called in by the Employer on an as-needed basis.

(e) Wherever the singular or masculine is used in this Agreement shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require."

(f) Community Centre means the Dr. Carson and Marion Murray Community Centre.
ARTICLE 1 - PREAMBLE

1.01 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 discussions and 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 the Employees in the bargaining unit of the Union.

1.02 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.

1.03 Now, therefore, the Parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that it is the function of the Employer to manage the affairs of the operation and to direct the working forces of the Employer, subject to the terms of this Agreement. The Employer shall not exercise its rights to direct the working forces in a discriminatory, arbitrary or bad faith manner.

2.02 The Union recognizes that the Employer, subject to the terms of this Collective Agreement is permitted to manage the affairs within the scope of present and future Policy Directives. The Employer shall not exercise these Directives towards the working forces in a discriminatory, arbitrary or bad faith manner.

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 919, as the sole collective bargaining agency for all of the Employees, save and except the Director of Leisure Services, Foreman (but including Community Centre Foreman) and above that rank, Office Employees and those excluded by the Trade Union Act, and
hereby consents and agrees to negotiate with the Union, or any authorized committee thereof, in any and all matters affecting the relationship between the Parties of this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 The negotiating committee shall consist of 3 members of the Union. Time spent in scheduled negotiations with the Employer shall be paid by the employer to a maximum of three (3) scheduled shifts per employee.

3.03 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.

3.04 No Employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.

3.05 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.

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, wage rates, training, up-grading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his membership in a labour union.

ARTICLE 5 - UNION SECURITY

5.01 All Employees covered by this Agreement, as a condition of continued 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. All future Employees of the Employer shall, as a condition of continued employment, become members in good standing in the Union not later than after one (1) month of continuous employment with the Employer.
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 By-Laws, and owing by him to the Union.

6.02 Deductions shall be made during the month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of all Employees from whose wages the deductions have been made.

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 Articles 5 and 6 dealing with Union Security and Dues Check-Off.

7.02 New Employees shall be presented with a copy of the Agreement and a copy of benefit plans as possessed by the Employer on commencement of employment.

ARTICLE 8 - MANAGEMENT-LABOUR RELATIONS

8.01 Management-Labour Relations Committee

   (a) The Employer and Union agree to establish a Management-Labour Relations Committee. This committee shall consist of no more than three (3) representatives from the Union and no more than three (3) representatives from the Employer.

   (b) The names of the persons appointed to this Committee shall be communicated to each other within one (1) month after the signing of this Agreement.

   (c) A Chairman shall be selected at the first meeting from among the members, and the Chairman shall serve as such for one (1) year and shall preside at all meetings and provide each member of the committee within seven (7) days notice of all meetings along with an Agenda for each meeting.

   (d) The Management/Labour Committee shall meet every (3) three months, unless otherwise mutually agreed.
(e) A secretary shall be supplied by the Employer or Union and shall be permitted to attend such meetings for the purpose of taking minutes. After the secretary has prepared the minutes, they shall be circulated to all members of the Committee.

(f) This Committee shall have the authority to discuss all matters pertaining to trying to settle any disputes that should arise as to interpretation of the Collective Agreement, discipline procedures, training, routine maintenance duties, but shall not have the power to modify the Collective Agreement without both parties obtaining full authority to do so.

(g) Attendance at these meetings shall be with pay.

8.02 Health & Safety Committee

Both the Union and Employer recognize and agree to the importance of maintaining a safe working environment that promotes an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors and conditions that could be adverse to employee health and safety.

To promote and ensure a safe working environment throughout the duration of this contract and beyond, both the Employees and the Employer commit to compliance with the Nova Scotia Occupational Health and Safety Act as provided in the Statutes of Nova Scotia, 1996, Chapter 7 as amended 2000, and the Nova Scotia Occupational Safety General Regulations made pursuant to the Occupational Health and Safety Act. In addition, both the Employees and the Employer commit to following all other relevant federal, provincial and municipal health and safety policies, guidelines and regulations known to them and to the extent that it is reasonably possible to do so, otherwise, work will cease until an alternative method can be determined to permit the work to be conducted or completed safely.

To ensure all Employees are aware of and have access to the Act and Regulations and as required by the Act, copies will be maintained on the Health and Safety Boards at the main Public Works garage, the Water Treatment Plant, the Waste Water Treatment Plant, the Community Centre and the Town Hall. Copies will also be made available by the Employer should an Employee request a copy of the Act or Regulations.

The Employer and the Union also jointly agree to actively participate in the operation and functioning of the Joint Occupational Health and Safety Committee to ensure the Committee complies with all the requirements and responsibilities as mandated in the
Occupational Health and Safety Act. Committee representation shall consist of no less than two (2) Union members and two (2) Employee members and will meet once per calendar month.

ARTICLE 9 - SENIORITY

9.01 Seniority shall mean the length of service with the Employer and shall be on a Bargaining-unit-wide basis. Seniority shall be a determining factor in layoffs, rehiring, transfers, promotions, demotions, recall, reduction of work force provided that the senior Employee has the required qualifications for the job. Seniority shall also be the determining factor for the selection of vacation periods and shift preference.

9.02 There shall be two (2) seniority lists, one for Public Works Department and one for the Community Centre Department. The Employer shall prepare an up-to-date seniority list for each department showing the name, classification and date of hire for all employees. Each updated list shall be posted on all bulletin boards in April of each year. The Local President will also be provided copies.

9.03 The Union shall confirm that the list is correct. In the event of an error, the Union shall notify the employer, in writing, within ten (10) days of receiving the list. If no notice of errors is given, the list shall be considered correct. If the parties cannot agree on the proper calculation of seniority, the matter can be grieved pursuant to Article 12.

9.04 **Regular Part-Time and Seasonal Employees**

Regular Part-Time and Seasonal Employees shall accumulate seniority credits on a pro-rated basis.

9.05 **Transfer and Seniority Outside the Bargaining Unit**

No employee shall be transferred to a position outside the Bargaining Unit without his/her consent. If an employee is transferred to a position outside of the Bargaining Unit, s/he shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the Bargaining Unit during his/her trial period which shall be a maximum of six (6) months.

If an employee returns to the Bargaining Unit, s/he shall be placed in a job consistent with his/her seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.
ARTICLE 10 - LAY-OFFS AND REHIRINGS

10.01 Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of lay-off, Employees shall be laid off in the reverse order of their seniority providing they are qualified to do the work.

10.02 No new Employees will be hired until those laid off have been given an opportunity of re-employment provided that the laid-off employee is qualified to perform the available job. A part-time or seasonal employee shall lose all rights of re-employment after they have been continuously laid off for a period of two (2) years.

10.03 The Employer shall notify Employees who are laid off five (5) days before the lay-off is to be effective. If the Employee laid off has not had the opportunity to work five (5) full days after notice of lay-off, he shall be paid in lieu of work for that part of five (5) days during which work was not made available.

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

11.01 Ten (10) days prior to filling any staff change or promotion covered by the terms of this Agreement, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, shops and on all bulletin boards for a minimum of five (5) working days in order that all members will know about the position and be able to make written application therefore. Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, shift, and wage and salary rate or range.

11.02 No advertisement for additional Employees shall be made until after such posting has been completed.

11.03 Both Parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes appointment shall be made of the applicant senior in the service, and having the required qualifications. The successful applicant shall be placed on probation for a period of three (3) months. If the successful applicant is a new Employee of the Employer, he/she shall be placed on probation for a period of nine (9) months. The probationary period may be extended to a maximum of a further (3) three months with mutual agreement of the Employer and the Union. Conditional on satisfactory service, such trial promotion shall become permanent after the probationary period. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he shall be returned to his former position without loss.
of seniority or salary, and any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position without loss of seniority and salary.

11.04 This Union shall be notified of all appointments, hirings, lay-offs, re-hirings and termination of employment. The posted position shall be first offered to the senior qualified applicant from the department from which the vacancy exists and if there are no qualified applicants from that department, then the position will be offered to the senior qualified applicant from the other department. If there are no qualified applicants from either seniority list, the Employer may consider applicants from outside the Bargaining Unit.

11.05 Employees covered by the Collective Agreement who are unable to perform all or part of their regular duties will be accommodated as required by the Nova Scotia Human Rights Act.

11.06 When a position covered by this Agreement becomes temporarily vacant by reason of vacation, sick leave, compassionate leave, jury duty or injury, the Employer may fill the temporary position, if necessary, by temporarily assigning an Employee covered by this Agreement, provided that such Employee has the necessary qualifications as determined by the Employer.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 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. The membership of the Committee shall be communicated to the Employer."

12.02 Should a dispute arise between the Employer and any Employee(s) regarding interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

STEP 1 Should an employee have a grievance, the matter shall be informally discussed with the employee’s immediate supervisor in an attempt to resolve the matter.

Failing such resolution, the employee may file a formal grievance through the Union in accordance with the following provisions. All formal grievances shall be submitted and answered in written form and shall include details of
the alleged grievance, clause(s) allegedly violated, and redress sought. The employee shall have the right to have one (1) Union Steward or one (1) member of the Union Grievance Committee present during any formal grievance meetings.

**STEP 2** The Grievance may be submitted to the relevant Department Head, or his designated alternate, within ten (10) days of the occurrence of the initial event giving rise to the grievance. The relevant Department Head, or his designated alternate, shall reply within five (5) working days from the date of receipt of the grievance.

**STEP 3** Failing satisfactory settlement at Step 1, the employee may, within five (5) working days of receipt of the reply of the relevant Department Head or his designated alternate, forward the grievance to the Chief Administrative Officer, or his designated alternate. The Chief Administrative Officer, or his designated alternate, shall reply within five (5) working days of the date of receipt of the grievance.

12.03 The Union may bring a Grievance in its own name provided that the subject matter of the Grievance is on behalf of a group of employees or deals with the interpretation or meaning of this Agreement. Such Grievances shall begin at Step 2.

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

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

**ARTICLE 13 - ARBITRATION**

13.01 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 agreement. Within five (5) days thereafter each party shall name an arbitrator and notify the other party of the name and address of its suggested arbitrator. If the recipient of the notice fails to appoint an arbitrator within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either Party.

13.02 No person shall be selected as an Arbitrator who:

1) is acting, or has within a period of six (6) months preceding the date of his appointment acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either of the Parties.
2) has any pecuniary interest in the matters referred to them.

13.03 The Arbitrator may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it.

13.04 The decision of the Arbitrator shall be final and binding on all parties, but in no event shall the Arbitrator have the power to alter, modify or amend the Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator to reconvene.

13.05 Each Party shall pay:

1) One-half (1/2) the fees and expenses of the Arbitrator.

13.06 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the Parties to this Agreement.

ARTICLE 14 - DISCIPLINE and DISCHARGE CASES

14.01 A regular Employee may be dismissed only for just cause and only upon the authority of the Employer. The responsible Superintendent or Director may suspend an Employee, but shall immediately report such action to the Employer. Such Employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal.

14.02 Just cause shall not include the refusal of an Employee to cross the picket line of a legal strike.

14.03 An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

14.04 Should it be found upon investigation or as a result of an award that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in his former position, without loss of seniority rating, or benefits. Pension contributions shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Parties or in the opinion of the Arbitrator, if the matter is referred to Arbitrator. However, nothing in this Article shall limit an
Arbitrator’s discretion to award compensation as he or she deems appropriate.

14.05 **Discipline**

(a) **Right to have a Steward Present**
Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall, where possible, notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward, or in the event that no Steward is available, a CUPE National Representative, to be present at the interview.

(b) Upon giving reasonable notice to the Employer, an employee shall have the right at any time to have access to review and make copies of anything placed in his/her personnel file, that was not there the last time the file was checked.

**ARTICLE 15 - HOURS OF WORK**

**PUBLIC WORKS**

15.01 (a) The normal work week shall consist of five (5) eight hour days from Monday to Friday inclusive. The regular day shift shall run from 7:00 a.m. to 3:00 p.m. and include two paid 15 minute breaks. There will be no lunch break.

(b) During the period between November 15 to March 15 inclusive, the Employer may also schedule a regular night shift which will not commence before 4:00 p.m. nor finish later than 12:00 a.m. Employees shall be paid for the eight hour shift but only entitled to a total of thirty (30) minutes during the shift for meals or other paid breaks.

(c) Shift schedules shall be posted at least two weeks in advance and Employees shall be placed on the night shift in rotation. For purposes of clean-up after snowstorms, the Employer may change one or more of the regularly scheduled shifts to a night shift of 11:00 pm to 7:00 am. Regular employees will be notified of the shift change and will have the option to work their regular shift or to work the night shift. Employees who work the night shift will be entitled to one and one-half (1½) times his/her regular rate of pay.

(d) For all scheduled hours worked between 4:00 p.m. and 12:00 a.m., Employees shall receive a shift differential of fifty cents (0.50) per hour.
(e) For overtime worked between 4:00 p.m. and 12:00 a.m. on weekdays (Monday to Friday) during those occasions when there are no night shift Employees working, and overtime between 12:00 a.m. and 7:00 a.m. on weekdays (Monday to Friday), Employees from within the bargaining unit shall be called back to work.

(f) The Employer and the Union agree to set up opportunities for current Bargaining Unit members to train to operate all Employer equipment for future job opportunities. This training shall be provided at no cost to the Employees.

(g) The Employer is permitted to have a list of casual workers who shall be on call for the requirements of the Employer as needed. Employees who are on lay-off shall appear on the casual list in accordance with their seniority and shall be offered available casual hours prior to offering those hours to Casual employees. Casual employees will only be used if there is work required for which there are not sufficient qualified regular employees who are willing and available to do the work when requested. The use of Casual Employees will not result in the lay-off of any existing full-time, part-time or seasonal employees.

15.02 Employees shall be allowed five (5) minutes wash-up time before the lunch period and before quitting time.

15.03 **Weekly Hours for Part-Time and Seasonal Employees**

All regularly-employed seasonal Employees shall be provided the normal weekly hours as established in Article 15 of this Collective Agreement during their employment period. Employees required to work after their employment period shall be employed on a demand basis.

15.04 **Breaks**

Employees are entitled to a fifteen (15) minute break in the first half of the shift and fifteen (15) minute break in the second half of the shift to be taken at the job site. One of the crew members shall be permitted to go to pick up refreshments for these breaks.

**COMMUNITY CENTRE**

15.05 (a) The normal work week for Regular Full-Time Employees shall consist of
forty (40) hours per week, from Monday to Sunday inclusive.

(b) The normal work week for Seasonal Employees shall be from Monday to Sunday inclusive and shall be at the discretion of Management to meet seasonal changes in Employer's demand or supply of labour.

ARTICLE 16 - OVERTIME

PUBLIC WORKS

16.01 All work performed within a twenty-four (24) hour period of regular shift in excess of eight (8) hours per day shall constitute overtime and the Employer shall pay for these hours at the rate of time and one-half (1-1/2) the regular rate being paid the Employee. All work performed on Sundays shall be paid for at the rate of double the regular rate being paid the Employee. All work performed on Saturdays shall be paid at the rate of time and one-half (1-1/2) times the regular rate being paid the Employees.

16.02 All work performed on holidays, as contained in Article 18 of this Agreement, will be paid for at the Employee's regular rate of pay, plus double time (2X) for all work performed.

16.03 Every Employee who is called out and required to work in an emergency outside his regular working hours shall be paid for a minimum of four (4) hours at time and one-half (1-1/2), and shall be paid from the time he leaves his home to report for duty until the time he arrives back upon proceeding directly from work. Twenty (20) minutes shall be the time allowed for leaving the Employee's residence and reporting to work. If an employee is called out to respond to an alarm at the Community Centre, water treatment plant or sewage treatment plant, that takes less than one (1) hour to resolve, the employee will only be entitled to two (2) hours pay at straight time for each occurrence.

16.04 Overtime shall be divided equally among the Employees engaged in similar types of operations, and who are qualified to perform the work that is available.

16.05 When an Employee has to work overtime or a Statutory Holiday, the said Employee may at his choice, provided he indicates to the responsible Superintendent or Director or designate prior to overtime or Statutory Holiday, take time off at overtime rate in lieu of cash payment subject to 16.06 and 16.07.

16.06 The Employee may accumulate up to eighty (80) hours per year, but if he does not use his accumulative time by the end of the fiscal year, he will be paid cash for all
hours accumulated.

16.07 The accumulated time off in the Article shall be given to the Employee as mutually agreed upon between the Employee and the responsible Superintendent or Director of Public Works Department, but will not be withheld unjustly. This time off should be requested one week prior to the time off and shall not cost the Employer any overtime.

16.08 Employees required to work more than four (4) hours overtime shall be provided with a meal.

COMMUNITY CENTRE

16.09 (a) All authorized work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half (1 ½) the regular rate being paid the Employee.

(b) All work performed on Holidays, as contained in Article 18 of this Agreement, will be paid for at the Employee’s regular rate of pay for the holiday, plus time and one-half (1 ½) for all hours worked.

(c) Every Employee who is called out and required to work in an emergency outside his regular working hours shall be paid a minimum of four (4) hours at straight time their regular rate of pay.

(d) Overtime shall be divided equally among the Employees engaged in similar types of operations, and who are qualified to perform the work that is available.

(e) When an Employee has to work overtime or a Statutory Holiday, the said Employee may at his/her choice, provided he/she indicates to his/her Director or designate prior to overtime or Statutory Holiday, take time off in lieu of cash payment subject to Articles 16.06 and 16.07.

(f) Employees may accumulate up to eighty (80) hours in lieu time per year, but if he does not use his accumulative time by the end of the fiscal year, he will be paid cash for all remaining hours up to eighty (80) hours.

(g) The accumulated time off in the Article shall be given to the Employee as mutually agreed upon between the Employee and the Director of Leisure Services, but will not be withheld unjustly. This time off should be requested one (1) week prior to the time off and shall not cost the Employer
any overtime.

ARTICLE 17 - TEMPORARY TRANSFERS

17.01 Employees required temporarily to perform duties in a higher rated position shall receive the higher rate while occupying such position, provided that they have the qualification associated with that higher rate. Employees required to perform duties in a lower rated position shall not have their rates reduced.

ARTICLE 18 - HOLIDAYS

18.01 All Employees shall receive one (1) day's pay for not working on the following Holidays:

<table>
<thead>
<tr>
<th>New Year's Day</th>
<th>First Monday in August</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christmas Day</td>
<td>Canada Day (July 1st)</td>
</tr>
<tr>
<td>Boxing Day</td>
<td>Victoria Day</td>
</tr>
<tr>
<td>Remembrance Day</td>
<td>Good Friday</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td></td>
</tr>
<tr>
<td>Labour Day</td>
<td>*Floating Holiday</td>
</tr>
</tbody>
</table>

*Shall be taken any day throughout the year with the permission of the Public Works Director or their designate.

For the purpose of this Article, Seasonal Employees shall receive all the Holidays which fall during their term of employment plus shall receive one floating holiday with pay during each calendar year.

18.02 Within the Arena, if a Holiday falls in a regular shift for the above-class Employee, he shall be given another day off at a later date. In order to qualify for pay for the above-mentioned Holidays, Employees will be required to work one (1) working day prior and one (1) working day following the Holiday. If work is not available on the day before or after the said Holiday, Employees will be entitled to pay for the Holiday.

ARTICLE 19 - VACATIONS
19.01 After one year of service, all full-time Employees shall be granted three (3) weeks vacation with pay (15 days).

After ten (10) years of service, all full-time Employees shall be granted four (4) weeks vacation with pay (20 days).

After eighteen (18) years of service, all full-time Employees shall be granted five (5) weeks vacation with pay (25 days).

After twenty-five (25) years of service, all full-time Employees shall be granted six (6) weeks vacation with pay (30 days).

Seasonal Employees shall receive a percentage in lieu of vacation time off with pay and shall receive a total of two percent (2%) for every week of entitlement as compared to a full-time Employee.

<table>
<thead>
<tr>
<th>Vacation Period</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three (3) weeks</td>
<td>6%</td>
</tr>
<tr>
<td>Four (4) weeks</td>
<td>8%</td>
</tr>
<tr>
<td>Five (5) weeks</td>
<td>10%</td>
</tr>
<tr>
<td>Six (6) weeks</td>
<td>12%</td>
</tr>
</tbody>
</table>

For the purpose of this clause, a seasonal Employee shall accumulate one-half (1/2) year of service provided they have worked at least five (5) months in the calendar year.

19.02 Any Employee not having a year of service prior to the commencement of the vacation period shall be allowed vacations at the rate of one and one-quarter (1 1/4) working day's vacation for each completed month of service, to a maximum of fifteen (15) working days, but must have been employed for twenty (20) days in each month.

19.03 Any Employee leaving the service at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

19.04 If a Statutory or declared Holiday falls or is observed during an Employee's vacation period, he shall be granted an additional days' vacation for each such Holiday, in addition to his regular vacation time. The new Town Hall Janitor shall be granted one additional week vacation in lieu of the irregular hours, due to meetings, etc.

19.05 All Employees shall be granted the vacation period preferred by the Employee, that such time as may be mutually agreed upon by the Employer and the
Employee. Preference in choice of vacation dates shall be determined by seniority.

19.06 Effective the date of signing of this Collective Agreement, the Employer shall revert to the strict interpretation of this vacation clause. The following Employees shall not have their vacation credits reduced as a result of this change in position (Richard Dobson, Rick Tabor, Steve Vanier and Robert Arsenault).

19.07 The vacation year shall be from April 1st to March 31st.

19.08 **Vacation Carry Over**

Employees are expected to complete the scheduling of all their vacation for the coming vacation year prior to April 1st in each year. Changes to the scheduled vacation may be made with the agreement of the Department Head, provided that the vacation is taken in the same vacation year. If an employee cannot take all of their vacation in a vacation year due to unforeseen operational requirements or medical circumstances, the employee may roll over up to forty (40) hours of vacation time to the following vacation year and the remainder of the unused vacation will be paid out to the employee.

**ARTICLE 20 - MEDICAL PLAN / PENSION PLAN**

20.01 (a) The Employer shall pay one hundred percent (100%) of the cost of the premiums of the Town of Springhill Medical Plan.

(b) It is understood that the Plan currently in place will be applied to the employees as of the effective date of the renewed Collective Agreement.

(c) The Employer will provide all employees with a copy of the benefit plan as possessed by the Employer.

(d) The Employer will advise the Union of the options presented by the Plan provider each year and discuss with the Union options to maintain current benefit levels at the lowest possible premium increase.

(e) It is understood that the Employer will ultimately choose the Plan option which it deems is most advantageous to all employees and that any changes to the Plan will apply to employees under this Agreement.

20.02 **Pension Plan**
(1) The Employer and CUPE Local 919 agree to pay 6% of each Employee’s yearly salary to the Town’s Pension Plan.

(2) The Employer and CUPE Local 919 agree to deduct from each Employee’s yearly salary 6% for their share of the Town Pension Plan.

ARTICLE 21 - SICK LEAVE AND WORKERS’ COMPENSATION

21.01 Sick leave means the period of time an Employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which Compensation is not payable under the Workers’ Compensation Act.

21.02 All Employees covered by this Agreement and new Employees after the completion of: Calendar month but retroactive to the date of employment, shall accumulate sick leave at the rate of one and one-half (1-1/2) days per month to a maximum accumulation of one hundred eighty (180) working days. Days absent from work as sick leave will be deducted from the accumulated total.

21.03 Sick Leave with pay shall be granted for all working days in any period of illness.

21.04 (a) If requested by the Employer an Employee claiming entitlement to sick leave must produce a medical certificate after three consecutive working days of illness. If such medical certificate is not produced, the Employee shall have no claim for pay in respect to his absence from work.

(b) Employees eligible for sick leave, and absent from work greater than fifteen (15) working days, shall provide a medical certificate indicating the approval of the return to work and the Employee’s ability to carry out the normal job duties and responsibilities.

21.05 Sick Leave without pay may be granted at the sole discretion of the Employer to an Employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

21.06 Each employee shall be entitled to use three days per year of their sick leave entitlement as “emergency family leave.”

(a) Emergency family leave may be used to excuse the employee from work with full pay for any incident relating to the illness or injury of an immediate family member that results from an emergency and must be attended to by
the employee.

(b) **No doctor’s note shall be required for the use of Emergency Family Leave, but the employer may request an explanation from the employee.**

(c) **Emergency Family Leave shall not be available unless the employee has sufficient sick days in order to take the leave. The right to emergency family leave does not create an entitlement to any further days of sick leave from the employer.**

21.07 Any Employee who fraudulently applies for and obtains sick leave or emergency family leave shall be subject to disciplinary action by the Employer.

21.08 Each Employee shall be entitled to take one-half (1/2) of the number of shifts credited to the Employee's sick leave bank off with pay on that number of shifts which the Employee is scheduled to work during the period immediately prior to the Employees' retirement, providing that the shifts taken are consecutive and that the Employee does not intend to return to duty. This benefit shall apply only to Employees having twenty (20) years of service or more and shall be limited to a maximum of one-half (1/2) of the credit in the sick leave bank (refer to Article 21.02)

21.09 (a) **Workers’ Compensation - Pay Supplement**

i. An Employee prevented from performing his regular work with the Employer on account of an occupational accident that is covered by the Workers’ Compensation Act shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and the rate of pay of his classification. Pending a settlement of the insurable claim, the Employee shall continue to receive the full pay and benefits (excluding sick leave accumulation) of this Agreement, subject to necessary adjustment.

ii. In the event the Workers’ Compensation claim is not approved, the Employee shall have the overpayment deducted from his/her sick leave bank or, in the event the Employee has insufficient time in his/her sick leave bank, the Employee shall have the option of making the repayment in a lump sum or through a deduction from future salary payments (repayments not to exceed 10% of an employee’s wages in any pay period).

(b) **Continuation of Pay**
i. Employees, employed as of the date of this Agreement:

a. In order for any Employee employed as of the date of this agreement to continue receiving his/her regular salary, the Employee shall assign his/her Compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation as a deduction from gross income on the Employee's income tax (T-4) form.

ii. Employees hired after the date of this Agreement:

a. Any Employee, hired after the date of this Agreement, who is prevented from performing his regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation Act shall not receive his/her regular salary from the Employer but rather shall only receive from the Employer the difference between the amount payable by the Workers’ Compensation Board and the rate of his/her classification.

b. If a Workers’ Compensation claim in respect of an Employee hired after the date of this Agreement is approved, in respect of a period of time in which the Employee received his or her full salary from the Employer, pursuant to Article 20.09 a (ii) hereof, the Employee shall be deemed to have received an overpayment from the Employer and shall have the overpayment deducted from his/her sick leave bank or, in the event the Employee has insufficient time in his/her sick leave bank, the Employee shall have the option of making the repayment in a lump sum or through a deduction from future salary payments (repayments not to exceed 10% of an employee’s wages in any pay period).

(c) The employer will continue to pay the Benefit Premiums for employees that are receiving Workmen’s Compensation.

21.10 Injury at Work

Should any employee be injured during working hours, and as a consequence be unable to continue working, she/he shall be paid for the full shift, regardless of the time of injury, on the presentation of a Doctor’s certificate of his/her inability to work.
21.11 An employee shall continue to accrue seniority and service while in receipt of Workers’ Compensation benefits.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 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.

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

22.03 An Employee shall be granted five (5) regular working days leave, without loss of salary or wages, in the case of the death of a Parent, or Step-Parent, Wife, Husband, Brother, Sister, Son, Daughter. An Employee shall be granted three (3) regular working days leave, without loss of salary or wages in the case of the death of a grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law.

22.04 An Employee shall be granted one (1) day leave, without loss of salary to attend the funeral of an Aunt or Uncle.

22.05 An Employee may be entitled to leave of absence with pay and without loss of seniority when he requests such leave for good and sufficient cause. Such request shall be made by the Employee in writing to his/her immediate supervisor and will be subject to approval by the Employer. Requests will not be arbitrarily denied.

22.06 No Employee shall cause himself/herself to be absent from duty without just cause. Any such Employee who will not be at work shall inform the Superintendent/Supervisor of such absence as soon as possible prior to his/her shift.

22.07 Employees who are volunteers with the local Fire Department and who have to respond to emergency calls, shall be entitled to time off with pay for any hours missed from their regularly scheduled shift. In responding to an emergency call, the employee will consider his/her employment at the time of the call and shall not respond if doing so would create a health and safety risk to employees or the
general public. Employees shall return to work following completion of their responsibilities related to the emergency call.

22.08 An Employee will be granted up to three (3) days leave with pay, if necessary, to attend to damage to the Employee’s personal residence caused by a fire or flood that renders the residence unfit for habitation.

ARTICLE 23 - PAYMENT OF WAGES

23.01 The Employer shall pay salaries and wages bi-weekly on Thursdays in accordance with Schedule “A” and “B” attached hereto and forming part of this Agreement. On each pay day each Employee shall be provided with an itemized statement of his wages and deductions.

23.02 Employees may, upon giving at least ten (10) days notice, receive on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.

23.03 There shall be a holdback pay by the Employer of all time worked in the previous week (Sunday to Saturday).

ARTICLE 24 - PROTECTIVE CLOTHING

PUBLIC WORKS

24.01 After thirty (30) working days the Employer agrees to supply protective clothing and safety equipment; the brand name and quality to be at the discretion of the Employer (rubber boots, safety hats and rubber gloves, rubber suits and asphalt boots, coveralls, winter coat with “Town of Springhill” on the back) will be issued, every two (2) years, as required. Such protective clothing must be returned to the Employer before new clothing will be issued.

24.02 The Employer agrees to replace, at no cost to the Employee, all damaged tools used in performance of his duty.

COMMUNITY CENTRE
24.03 After thirty (30) working days, the Employer shall provide protective clothing as follows:

- One (1) pair of work boots every two (2) years as required;
- One (1) winter jacket every two (2) years as required;
- (with Leisure Services Dept. on the back)
- One (1) pair of coveralls every year as required;
- Gloves as required.

ARTICLE 25 - JOB CLASSIFICATION

25.01 The rate of pay for any position that has been substantially altered and is not covered by Schedule "A" and "B" 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 negotiation and arbitration. The new rate shall become retroactive to the time the position was first filled by an Employee.

ARTICLE 26 - SUB-CONTRACTING

26.01 The Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit Employee.

26.02 Notwithstanding the above, Article 26.01 is not applicable to the canteen services at the Community Centre. The Employer has the right and option to contract out the canteen services if it deems necessary.

ARTICLE 27 - GENERAL

27.01 Proper accommodation shall be provided for Employees to have their meals and keep their clothes.

27.02 The Employer shall provide Bulletin Boards in all shops 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.
27.03 All rights, benefits, privileges 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, but may be modified by mutual agreement between the Employer and Union.

27.04 All Employees shall be entitled to receive furnace oil at a reduced price in accordance with the established practice with regular full-time Employees.

All Employees in receipt of this benefit will be required to pay to the supplier the amount due at the time of billing. Failure to pay the bill in a timely manner will result in this benefit being terminated to the individual involved.

27.05 Employees who are required by the Employer to use his/her personal vehicle for Employer business shall be entitled to compensation in accordance with the Employer's Travel Policy. Employees who currently receive $100.00 per month for using his/her personal vehicle for Employer business shall continue to do so for the life of this Agreement.

ARTICLE 28 - TERM OF AGREEMENT

28.01 This Agreement shall be binding and remain in effect from November 1, 2010 to October 31, 2015 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 within sixty (60) days prior to October 31, 2015.

28.02 The Union agrees that there shall be no strike during the term of this Agreement, and the Employer agrees that there shall be no lockout of the members of this Union during the term of this Agreement. The word "STRIKE" and "LOCKOUT" shall be as defined in the Trade Union Act.

ARTICLE 29 - BENEFIT AND BINDING

29.01 Both Parties shall adhere fully to the terms of this Agreement during the period of bonafide collective bargaining, and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms mutually agreed upon, shall, unless otherwise specified, apply retroactively to that date.
DATED at the TOWN OF SPRINGHILL, NOVA SCOTIA, THIS __________ DAY OF ______________________, 20__.

SIGNED ON BEHALF OF:

TOWN OF SPRINGHILL

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

_____________________________  ________________________________

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 919

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

cope 491
## SCHEDULE "A"

### WAGES – PUBLIC WORKS

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>Nov. 1/09 3%</th>
<th>Nov. 1/10 3%</th>
<th>Nov. 1/11 2%</th>
<th>Nov. 1/12 1%</th>
<th>Nov. 1/13 2%</th>
<th>Nov. 1/14 2%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driver</td>
<td>18.36</td>
<td>18.91</td>
<td>19.29</td>
<td>19.48</td>
<td>19.87</td>
<td>20.27</td>
</tr>
<tr>
<td>Labourer</td>
<td>17.99</td>
<td>18.53</td>
<td>18.90</td>
<td>19.09</td>
<td>19.47</td>
<td>19.86</td>
</tr>
<tr>
<td>Town Hall Janitor</td>
<td>17.99</td>
<td>18.53</td>
<td>18.90</td>
<td>19.09</td>
<td>19.47</td>
<td>19.86</td>
</tr>
<tr>
<td>Licensed Mechanic</td>
<td>19.44</td>
<td>20.02</td>
<td>20.42</td>
<td>20.62</td>
<td>21.03</td>
<td>21.45</td>
</tr>
<tr>
<td>Water Treatment Plant Operator in Training</td>
<td>19.45*</td>
<td>20.03</td>
<td>20.43</td>
<td>20.63</td>
<td>21.04</td>
<td>21.46</td>
</tr>
<tr>
<td>Water Treatment Plant Operator I</td>
<td>19.70*</td>
<td>20.29</td>
<td>20.70</td>
<td>20.91</td>
<td>21.33</td>
<td>21.76</td>
</tr>
<tr>
<td>Water Treatment Plant Operator II</td>
<td>19.95*</td>
<td>20.55</td>
<td>20.96</td>
<td>21.17</td>
<td>21.59</td>
<td>22.02</td>
</tr>
<tr>
<td>Waste Water Treatment Operator I</td>
<td>19.70*</td>
<td>20.29</td>
<td>20.70</td>
<td>20.91</td>
<td>21.33</td>
<td>21.76</td>
</tr>
<tr>
<td>Waste Water Treatment Operator II</td>
<td>19.95*</td>
<td>20.55</td>
<td>20.96</td>
<td>21.17</td>
<td>21.59</td>
<td>22.02</td>
</tr>
<tr>
<td>Water Distribution Operator in Training</td>
<td>18.36*</td>
<td>18.91</td>
<td>19.29</td>
<td>19.48</td>
<td>19.87</td>
<td>20.27</td>
</tr>
<tr>
<td>Water Distribution Operator II</td>
<td>18.86*</td>
<td>19.43</td>
<td>19.82</td>
<td>20.02</td>
<td>20.42</td>
<td>20.83</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>------------</td>
<td>------------</td>
<td>------------</td>
<td>------------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>Waste Water Collection Operator in Training</td>
<td>18.36*</td>
<td>18.91</td>
<td>19.29</td>
<td>19.48</td>
<td>19.87</td>
<td>20.27</td>
</tr>
<tr>
<td>Waste Water Collection Operator II</td>
<td>18.86*</td>
<td>19.43</td>
<td>19.82</td>
<td>20.02</td>
<td>20.42</td>
<td>20.83</td>
</tr>
</tbody>
</table>

Lead Hand Position will be responsible for those matters outlined in the job description attached as Schedule “C”. The Lead Hand will receive either an additional eight (8) hours off with pay or, at his option an additional eight (8) hours pay at straight time, for each week that he is acting in the on-call position.

Casuals hired within the Community Centre will be paid Union rate if brought in to replace a Union member who is off work due to vacation, absenteeism or other approved leave of absence.

This schedule reflects the fact that employees working in Water Treatment, Waste Water Treatment, Waste Water Collection or Water Distribution receive an extra 25 cents per hour for each level of certification (Operator I and Operator II) obtained.

* New rate to take effect upon signing of collective agreement
**SCHEDULE "B"**

**WAGES – COMMUNITY CENTRE**

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>Nov. 1/09</th>
<th>Nov. 1/10</th>
<th>Nov. 1/11</th>
<th>Nov. 1/12</th>
<th>Nov. 1/13</th>
<th>Nov. 1/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Centre Foreman</td>
<td>23.88</td>
<td>24.60</td>
<td>25.09</td>
<td>25.09</td>
<td>25.09</td>
<td>25.09</td>
</tr>
<tr>
<td>(Regular Full-Time)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Centre Maintenance</td>
<td>17.99</td>
<td>18.53</td>
<td>18.90</td>
<td>19.09</td>
<td>19.47</td>
<td>19.86</td>
</tr>
<tr>
<td>Canteen Worker (Seasonal)</td>
<td>15.55</td>
<td>15.55</td>
<td>15.55</td>
<td>15.55</td>
<td>15.55</td>
<td>15.55</td>
</tr>
</tbody>
</table>

Casuals will be paid Union rate if brought in to replace a Union member who is off work due to vacation, absenteeism or other approved leave of absence.

Casuals will be paid at a casual rate established by the Employer, if a causal is brought in to supplement the work of Union members.
The Foreman rate will be red circled for the life of the Collective Agreement following the retirement of Bob Arsenault.

The Canteen Operator position shall be altered as follows:

- The position shall be renamed “Canteen Worker”.
- The hours of position shall be part-time and in accordance with Article 15.05.
- Article 26.02 shall still apply.
- The Canteen Worker shall receive statutory days off in accordance with Article 18, and shall receive vacation pay in lieu of vacation as per the Labour Standards Code and Article 19.
- Article 20.01 and Article 21.09 shall not be applicable to the Canteen Worker.
- The Canteen Worker shall receive 4% pay in lieu of the ability to accumulate sick leave.
- Article 24.03 will not be applicable to the employee

The rate of pay shall be $15.55 an hour red circled for the life of the Collective Agreement.
LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 919

AND:

THE TOWN OF SPRINGHILL

RE: John Parsons

It is agreed by the Parties, that the services presently being provided by Mr. John Parsons will not be impacted negatively after the adoption of this contract.

DATED AT THE TOWN OF SPRINGHILL, NOVA SCOTIA, THIS _________ DAY OF _________________, 20____.

SIGNED ON BEHALF OF:

TOWN OF SPRINGHILL

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 919

________________________________________

________________________________________
LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 919

AND:

THE TOWN OF SPRINGHILL

RE: Urgent Snow Clearing

The Union agrees that Article 26 does not prohibit the Town of Springhill from using contractors to meet an urgent snow clearing need which is beyond the capability of the Employer’s staff and equipment to do the required urgent snow clearing work.

DATED AT THE TOWN OF SPRINGHILL, NOVA SCOTIA, THIS ___________ DAY OF ________________, 20____.

SIGNED ON BEHALF OF:

TOWN OF SPRINGHILL

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 919

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LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 919

AND:

THE TOWN OF SPRINGHILL

RE: Forms

The Employer will ensure that Workers’ Compensation accident report forms and any other forms that the Employer requires Employees to complete, are made available at the administration offices of the Public Works Garage and the Community Centre.

DATED AT THE TOWN OF SPRINGHILL, NOVA SCOTIA, THIS _________ DAY OF ______________________, 20____.

SIGNED ON BEHALF OF:

TOWN OF SPRINGHILL

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 919

_________________________________  _______________________________________

_________________________________  _______________________________________

_________________________________  _______________________________________ 

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