

BETWEEN:

THE COLLECTIVE AGREEMENT

BETWEEN: **THE CORPORATION OF THE TOWN OF TRURO, Nova Scotia**
(hereinafter called the "TOWN")

Party of the First Part

AND: **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL
UNION 734, C.L.C.**

(hereinafter called the "UNION")

Party of the Second Part

COLLECTIVE AGREEMENT

May 1, 2013 to April 30, 2017

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(hereinafter called the "TOWN")

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AND: **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL
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Party of the Second Part

ARTICLE 1 - PREAMBLE

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

(1) To maintain and improve the harmonious relations and settle conditions of employment between the Town and the Union;

(2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, 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 a respectful workplace.

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 - RECOGNITION

2.01 - Bargaining Unit

The Town recognizes the Canadian Union of Public Employees and its Local 734 as the sole and exclusive collective bargaining agent consisting of all the employees of the Town, employed in the following departments:

- Transportation Services including Street, Sidewalk and Maintenance Repair Shop
- Environmental Services including Water and Sewer
- Parks, Recreation and Culture including Parks Maintenance, Recreation, Stadium and Downtown Maintenance and
- Water Treatment Services

but excluding

- Storekeepers
- the Head Mechanic in the Maintenance Repair Shop
- Office Employees
- Supervisory personnel above the level of subforemen (which includes the stadium foreman)
- Those excluded by paragraphs (a) and (b) of Subsection (2) of Section 1 of the Trade Union Act

and hereby consents and agrees to negotiate with the Union, or any of its authorized committees concerning 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.

2.02 - Assistance of Representative

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Town. In addition, such representatives shall have access to the Town's premises in order to investigate and assist in the settlement of a grievance.

2.03 - Work of the Bargaining Unit

Except for the head mechanic in the maintenance repair shop, persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of:

- instruction,
- experimenting,
- emergencies,
- when regular employees are not readily available or
- when the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

For the purpose of this agreement, an emergency is a state of emergency declared by the duly authorized Mayor or a problem where there is an interrupted service to a customer or where damage to property and life may occur in connection with any town provided service.

2.04 - No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Town or its representatives which may conflict with the terms of this Collective Agreement.

2.05 - Union Business

The Union president, the shop stewards in each department and negotiation committee shall, respectively, be entitled to leave their work for a reasonable length of time during their regular working hours in order to carry out any of the following functions under this agreement which require their individual attendance:

- meetings with either employees or the Town as required by the grievance procedure set out in Article 18.05
- meetings called by the Town
- collective agreement negotiation meetings with the Town and
- participation in arbitration hearings.

Permission to leave work during working hours for such purpose shall first be obtained from the employee's supervisor or acting supervisor, which consent shall not be unreasonably withheld. All time spent in performing such union duties, if occurring during that employee's regularly scheduled working hours, shall be considered as time worked and be paid as such.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 - Management's Rights

The Union recognizes that it is the function of the Town to exercise the regular and customary function of Management and to direct the working forces of the Town subject to the terms of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.

3.02 - Direction of Working Forces

The Town shall exercise its rights to direct the working forces in a non-discriminatory manner. These rights shall not be used in a manner which would deprive present employees of their employment, unless through just cause or subject to Articles 20.01 and 23.03.

ARTICLE 4 - NO DISCRIMINATION

Any form of discrimination prohibited by the Nova Scotia *Human Rights Act* or *Trade Union Act*, as amended from time to time, shall be prohibited hereunder.

In addition to the above, employees will not be discriminated against because of their affiliation with or participation in a political party.

ARTICLE 5 - UNION SECURITY

It is a condition of employment for all employees to become and remain members in good standing of the Union, which membership shall begin immediately at the commencement of an employee's employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 - Deduction of Dues

The Town shall deduct from every employee any dues, initiations, or assessments levied, in accordance with the Union Constitution and/or By-laws and owing by the employee to the Union.

6.02 - Forwarding of Dues

Deductions shall be made from the payroll and shall be forwarded not later than the 15th day of the month following to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa Ontario, K1G 0Z7, accompanied by a list of the names and classifications of employees from whose wages the deductions are made.

6.03 - Dues Receipts

The Town shall type on the employee's T-4 income slips the amount of union dues paid by the employee in the previous year.

ARTICLE 7 - ACQUAINT NEW EMPLOYEES

7.01 The Town agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

7.02 - Advice of New Employees

The Town agrees to advise the Union in writing of the names of new or recalled employees as soon as reasonably practicable after the employee is hired or recalled.

ARTICLE 8 - LABOUR-MANAGEMENT COMMITTEE

8.01 - Establishment of Committee

A Labour-Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Town.

8.02 - Function of Committee

The Committee shall concern itself with matters of the following general nature:

(1) Considering constructive criticisms of all activities so that better relations shall exist between the Town and the employees.

(2) Reviewing suggestions from employees, questions about working conditions and service (but not grievances concerned with service).

(3) Correcting of conditions making for grievances and misunderstandings.

8.03 - Meetings of Committee

The Labour-Management Committee shall meet when requested by either party at a place suitable to both parties. Employees shall not suffer any loss of pay for time spent with this committee. Any representative of the Union on the Labour-Management Committee, who is in the employ of the Town shall have the privilege of attending committee meetings held within working hours without loss of remuneration.

8.04 - Authorization for Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Town without proper authorization of the Union. In order that this may be carried

out, the Union will supply the Town with the names of its officers. Similarly, the Town will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.05 - Calling of Meetings

In the event either party wishes to call a meeting of the committee, written notice shall be given to the Director of Public Works or the Union President, respectively, including particulars of the matters to be discussed. The meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) working days after the request has been given.

8.06 - Chairperson of the Meeting

The Town and a Union representative shall alternate in presiding over meetings.

8.07 - Minutes of Meeting

Minutes of each meeting of the committee shall be prepared by the Town as promptly as possible after the close of the meeting. The Union and the Town shall each receive copies of the minutes.

8.08 - Jurisdiction of Committee

The Committee shall not have jurisdiction over any matter of collective bargaining, including the administration of this collective agreement.

The committee shall not supersede the activities of any other committee of the Union or of the Town and does not have the power to bind either the Union or its members or the Town to any decisions or conclusions reached in its discussions. The committee shall have the power to make recommendations to the Union and to the Town with respect to its discussions and conclusions.

ARTICLE 9 - HOURS OF WORK

9.01 - Hours of Work

Subject to the other provisions of this Article, the regular working days for all employees shall be Monday to Friday and the regular working hours shall be 8:00 a.m. to 4:00 p.m. with one-half hour off for lunch and a 15 minute morning coffee, unless such an employee is directed to work overtime by the Town.

9.02 - Summer Hours

Subject to the other provisions of this Article, beginning the first Monday in May and ending on the first Monday in October, summer hours shall be in effect and shall consist of regular working days from Monday to Friday and regular working hours from 7:00 a.m. to 3:00 p.m. with one-half hour off for lunch, to be provided between 11.30 a.m. and 1 p.m., and with a 15 minute morning coffee break.

9.03 - Wash-Up Time

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

9.04 - Shift Work

Shift work if found necessary by the Town may be put in force. Where reasonably practicable, the Town will give the Union 30 days notice of its intention to do so and of the shift schedule for the month(s) coming up. The 30 days referenced above may be reduced with mutual agreement of the employer and affected employees with notice to the Union.

9.05 - Water Treatment Service Operators

(1) Water Treatment Service Operators shall perform shift work according to a 7 day per week shift schedule as determined by the Town to provide day time (every day) operation of the plant. The daily shift schedule for Water Treatment Service operators shall consist of 5 scheduled working days per 7 day week.

(a) the operator on call for after hours monitoring and plant control shall work from 8:00 a.m. to 12 noon and from 1:00 p.m. to 5:00 p.m., and be entitled to both a morning and afternoon coffee break. The daily hours for this employee shall remain the same both summer and winter.

(b) from the first Monday in September until, but not including, the first Monday in June, the daily working hours for the rest of the shift at the Water Treatment Plant shall be from 8:00 a.m. to 4:00 p.m. with one half hour off for lunch and a morning coffee break.

(c) from the first Monday in June until, but not including, the first Monday in September, the daily working hours for the rest of the shift at the Water Treatment Plant shall be between 7:00 a.m. and 3:00 p.m. with one half hour off for lunch and a morning coffee break.

(d) Water Treatment Service Operators may work alternate 8 hour days on Saturday, Sunday and holidays if so agreed by the Operators and the Manager of the Water Treatment Service.

(2) After Hours Monitoring and Plant Control Schedule

(a) All operators shall, on a rotating basis, be responsible for after hours monitoring and plant control, by using technology supplied by the Town, for one full 7 day week every four weeks or such other rotation as may be agreed.

(b) The operators and Manager shall fill in, on an equal basis as is reasonably possible, for the employee designated to perform after hours monitoring and plant control if designated employee is not available to do so as a result of job vacancy, sickness, vacation or other cause.

(c) Employees responsible for after hours monitoring and plant control shall receive on call pay as set out in Schedule "A". Employees responsible for after hours monitoring and plant control shall remain within a proximity to the Water Treatment Plant that permits them to arrive at the Plant within about 10 minutes of normal driving time of being notified of a requirement to do so. Call backs to plant will be paid as provided in the Collective Agreement.

(d) New water treatment service personnel, in all classes, shall undergo a period of plant training and operating experience, which period shall not exceed 6 months, before being authorized by the Manager to conduct unsupervised plant operation and to be included in the after hours monitoring and plant control schedule.

(e) If the Town introduces new technology for after hours monitoring and plant control, the Town will provide appropriate technical training if this is reasonably necessary.

(3) MPWWA - The Town will pay for MPWWA membership fees for all operators. The Town will pay for registration and reasonable expenses for the attendance for one operator per year at the MPWWA conference.

9.06 - Stadium Employees

(1) Stadium employees are full time employees who shall be paid for a 40 hour week but shall work an average of 40 hours per week (2080 hours per year). Stadium employees may be required to work up to 42 hours per week when ice is installed and shall have a corresponding reduction in hours of work when the ice is removed. All time worked in excess of 2080 hours per year shall be overtime.

(2) The night man at the stadium, who is employed during the ice season, shall work night shifts consisting of 4 seven hour shifts and 2 six hour shifts per week, with 1 night off.

9.07 - Park Maintenance Employees

(1) Park maintenance employees are permanent employees who work full time from on or about April 1 until on or about November 30 of each year.

(2) Park maintenance employees shall not participate in the LTD Plan. Participation in the other insurance plans shall be optional for each park maintenance employee. Participation in the Pension Plan shall be optional, which option may be exercised only at the time of qualification to participate in the Plan.

(3) (a) At any time between April 1 and November 30, the Town may assign one or more employees from the Parks, Recreation and Culture Department to work a shift schedule consisting of 5 scheduled working days per 7 day week, with the working days to include Saturday and Sunday and the hours of work of such Saturdays and Sundays to be the regular working hours (including summer hours) of the department.

(b) The Town will assign the Parks, Recreation and Culture Department employees to the weekend shift schedule on a two week rotational basis.

(c) All Parks, Recreation and Culture Department employees, including the stadium foreman, but excluding the stadium custodian, shall participate in the 2 week rotational weekend shift schedule.

(d) Town management will consider the preferences of its employees on a seniority basis in devising the weekend shift schedule and will consult with a representative of the union concerning the assignment of employees to such schedule.

9.08 - Seasonal Employees

(1) The Town may employ seasonal employees at any time from April 1 to December 15 inclusive.

(2) (a) (i) Seasonal employees shall perform such duties as are assigned to them by the Town. Subject to (ii), seasonal employees shall be paid for any such work at the rate for seasonal employees set out in Schedule "A" hereof;

(ii) Seasonal employees assigned the duty of driving

- Town machinery or equipment (other than a pick up truck) which is licensed to be operated on a public highway,

- a bulldozer,
- an excavator or
- an ice rink resurfacers

shall be paid the same rate payable to other Town employees covered by this agreement for performing those duties, unless the duties performed are for training purposes where the employee is accompanied by another employee or supervisor while performing such duties. Where the seasonal employee is being so trained, the pay entitlement shall be at the seasonal rate.

(b) Seasonal employees shall not be entitled to

(i) a vacation (but until they have completed one year of service, shall receive 4%, and thereafter, 6% of the wages earned during the season as pay in lieu of vacation payable, at the employee's option, either when the employee's seasonal employment is completed, or included with each pay) nor to

(ii) participate in the Town's pension or insurance plans.

(3) A seasonal employee shall be on probation for the first 2080 hours worked by the employee.

9.09 - Co-Op Students

(1) In this agreement, "a co-op student" means a full time student enrolled in a cooperative education programme at an accredited University or College.

(2) The Town may hire one (1) co-op student in each department listed in paragraph 2.01 of the Collective Agreement between the parties per calendar year, commencing on the date of hire, provided that the hiring of such student(s) does not result in a reduction in the workforce, a reduction in the hours of work or the lay-off of any member of the bargaining unit. The Town agrees that the employment of such student shall not in any way subtract from the rights, benefits or privileges of any bargaining unit member(s) as provided for under the terms of the Collective Agreement between the parties hereto.

(3) A co-op student may be hired by the Town on more than one (1) occasion but not more than once in a twelve (12) month period. Such employment shall not exceed four (4) consecutive months.

(4) The co-op students shall perform such tasks as the Town may assign, subject to the terms of this Settlement and Supplementary Agreement, and shall be paid at such rate and entitled to such benefits as the Town may decide.

(5) (a) The Town shall notify the Union in writing of each such hire, including notification of the name of the student, the nature of the tasks expected to be assigned to the student and the dates during which the student will be hired, and shall remit union dues in respect of each co-op student in the Town's employ.

(b) Each co-op student shall be entitled to union membership but shall not be governed by, subject to or entitled to the benefits of the terms of this Collective Agreement.

9.10 - Summer Students

(1) The Union acknowledges the Town's right to hire summer students during the months of April to September inclusive for the purpose of cleaning up litter and trimming grass with a whipper snipper type device within the Town.

(2) The Union further acknowledges that the summer students shall not be governed by, subject to or entitled to the benefits of the terms of this Collective Agreement.

9.11 - Student Work Exposure

(1) The Town may accommodate requests for student exposure to the work place for a maximum of the length of the student's required work term. Students shall not replace any employee and shall work on a one to one basis with an employee.

(2) The Town shall notify the Union in writing of each student work term and provide the name of the student, the employee with whom the student will be working and the start and end dates of the work term.

9.12 - Subforemen in Transportation Services and Environmental Services Departments

(1) When a Subforeman in the Transportation Services and Environmental Services Departments is required to be on call, the subforeman shall be provided their department's phone and shall be on call for one full 7 day week in rotation with their supervisor and the other subforemen in their department.

(2) When on call, the subforeman is expected to keep the phone with him and turned on at all times and to respond to any calls respecting issues in his department.

(3) Subforemen on call shall receive \$40 per day ("oncall pay") for each day of the week of their rotation.

(4) A subforeman in the Environmental Services Department who is on call for the week shall perform the regularly scheduled pump run on both Saturday and Sunday for both the Water and Sewer systems. The pump runs shall be considered call backs under Article 17.02 and will receive pay in accordance with Article 17.03.

(5) If a subforeman on call is required to perform work in addition to answering the phone or making phone calls, such work shall entitle the subforeman to call-back pay at the supervisor's rate.

(6) (a) Subforeman shall be trained for a 2 month period to become competent in responding to calls in all aspects of their department. Subforeman who are trained in oncall procedures after the date of this agreement will receive oncall pay for any day they are required to keep the phone and respond to calls, but those trained before the date of signing of this agreement will not receive oncall pay during their training period.

(b) At the successful conclusion of the 2 month training period or at any earlier time that the Department Manager declares the training subforeman to be competent, the training subforeman will then begin to receive the daily oncall pay for any oncall rotation week.

(7) The Town may add subforemen to its workforce in the Transportation Services and Environmental Services Departments for the purpose of expanding the roster of subforemen available for oncall rotation. Such subforemen will continue to perform their previous job duties or such job duties as they may, from time to time, be assigned and, where there are 2 or more subforemen working in a crew, the senior subforeman shall be responsible for any necessary supervision or instruction.

ARTICLE 10 - STATUTORY HOLIDAYS

10.01 - List of Holidays

All employees covered by this Agreement shall be granted the following as paid legal holidays:

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Canada Day
5. 1st Monday in August
6. Labour Day
7. Thanksgiving Day
8. Remembrance Day

9. The afternoon of December 24 if weather conditions or emergencies (as defined in Article 2.03) do not require the employees to work
10. Christmas Day
11. Boxing Day
12. Any other day proclaimed as a holiday applicable to Truro by the Federal, Provincial or Municipal Government.

10.02 - Holidays Falling on Employee's Scheduled Day Off

Where any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Town or a day's pay in lieu of such holiday.

10.03 - Qualification for Entitlement for Holiday

(1) In order to qualify for any of the statutory holidays an employee must have rendered eight (8) hours service on the last scheduled working day prior to and the first scheduled working day after the scheduled day off for the holiday, unless the employee shall have been off on sick leave for at least four (4) days immediately prior to or following the holiday, or unless the employee shall supply a medical certificate for each of the days prior to and following the holiday.

(2) An employee working in a higher paid classification on the day before the holiday and on the day after the holiday will be paid for the holiday at the higher rate of pay.

ARTICLE 11 - VACATIONS

11.01 - Entitlement

This article does not apply to seasonal employees.

11.02 - Length of Vacation Entitlement

All employees covered by this Agreement, except seasonal employees, having completed:

(1) one (1) year's service but less than twelve (12) years' service shall receive three (3) weeks vacation with pay annually, i.e. fifteen (15) working days.

(2) twelve (12) years' service but less than twenty (20) years' service shall receive four (4) weeks' vacation with pay annually, i.e. twenty (20) working days.

(3) twenty (20) years' service but less than twenty five (25) years' service shall receive five (5) weeks vacation with pay annually, i.e. twenty-five (25) working days.

(4) twenty five (25) years' service and subsequent years' service shall receive six (6) weeks vacation with pay annually, i.e. thirty (30) working days.

(5) less than one (1) year's service shall receive 1 and 1/4 days vacation with pay for each month of service to a maximum of ten (10) working days.

11.03 - Holiday Falling During Employee's Vacation

If a holiday falls or is observed during an employee's vacation period, such employee shall be entitled to an additional day's vacation with pay at his prevailing rate, and such day shall immediately follow the vacation period.

11.04 - Vacation Schedules to be Posted

Vacation schedules shall be posted by April 30th of each year and shall not be changed unless mutually agreed by the employee and the Town. Vacations shall commence immediately following an employee's regularly scheduled days off. An employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Town, subject to 11.05 hereof.

11.05 - Carry-Over of Vacation

Vacation must be taken within the calendar year and can only be carried over to the following year with the prior consent of the Town, and in any event vacation must be used up by March 31 of the following year. In no event can the carry over exceed one (1) week.

11.06 - Vacation Between June and September

No more than three (3) weeks vacation may be taken between June 1st and September 1st without the prior permission of the Town in writing.

11.07 - Vacation Pay at Termination

An employee terminating employment at any time in the vacation year, prior to using his/her earned vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation at termination.

11.08 - Vacation Time

(1) Vacation entitlement for a year shall be calculated as of December 31 of the previous year and based on the time worked during the previous Calendar Year, being January 1 to December 31 inclusive.

(2) Time worked includes time off on paid sick leave, vacation, statutory holidays, jury duty, any Workers' Compensation absence, and all authorized negotiation leaves, union leaves, bereavement leaves or education leave but does not include time off for any other reason.

ARTICLE 12 - SICK LEAVE

12.01 - Sick Leave Defined

Sick leave means the period of time an employee is, having complied with Article 12.03, absent from work with full pay by virtue of being unable to carry out his or her duties as a result of the employee being sick or disabled, under medical quarantine by virtue of being exposed to a contagious disease or unavoidably under examination or treatment of a physician, chiropractor or dentist, but does not include absences by incapacity resulting from injury entitling the employee to earning-replacement benefits under the Workers Compensation Act. Employees who are sick or disabled have the ability to apply for long term disability benefits after 119 days.

12.02 - Accumulation

(1) Subject to subarticle 12.02(2), all employees covered by this agreement, after the completion of 45 working days, but retroactive to the date of employment, shall accumulate sick leave at the rate of 1½ days per month to a maximum accumulation of 130 working days. Days absent from work on sick leave will be deducted from the accumulated total.

(2) While an employee is absent without pay for any reason, the employee shall not accumulate sick leave credit for the period of such absence, but shall retain the cumulative sick leave credit, if any, existing at the start of such absence.

12.03 - Entitlement to Sick Leave

(1) All employees claiming entitlement to sick leave shall sign an application for sick leave in a form to be attached to this Agreement. After three (3) consecutive working days and if requested by the Town, the employee claiming entitlement to sick leave must produce a medical certificate. If such medical certificate is not produced, the employee shall have no claim for pay in respect of absence from work. The Town may during any illness request such certificate to be obtained from a medical doctor of its own choice.

(2) The Town reserves the right to investigate any reported illness or injury of an employee. The Town shall have the right to such medical reports and records respecting an employee claiming sick leave benefits as is reasonably necessary to evaluate the claim provided that copies of all such reports or other information obtained by the Town shall be given forthwith to the employee concerned.

(3) If the employee fails to satisfy the sick leave definition, supply the appropriate application for sick leave form or fails to supply the requisite medical certificate, the employee shall have no claim for pay in respect of his absence from work.

(4) (a) On and after the fifth occasion an employee starts sick leave within a calendar year, the employee claiming sick leave must produce a medical certificate. If such medical certificate is not produced, the employee shall have no claim for pay in respect of the absence from work.

(b) Absences for family leave, the first two absences in a calendar year for medical or dental appointments and any medical or dental appointments that cause the employee to be away from his or her job duties for less than 2 hours do not constitute an "occasion" for purposes of Article 12.03(4)(a).

12.04 - Absence to be Reported

In any case of an absence of an employee due to sickness, the employee shall report the matter to the employee's manager at least one-half hour before the time employee's work commences. In the event of an unjustified failure to so notify, an employee shall not be entitled to sick pay for that day. The Town reserves the right to send someone to investigate any reported illness of an employee. The employer will provide the Union with the appropriate call-in telephone numbers.

12.05 - Fraudulently Applying for Sick Benefits

Fraudulently applying for and obtaining sick leave shall be cause for immediate discharge, subject to the grievance and arbitration procedure.

12.06 - Sick Leave Upon Retirement

(1) Each employee between the ages of 55 and 65 years with 25 years of service shall be entitled to take the number of days credited to the employee's sick leave bank off with pay on that number of days which the employee is scheduled to work during the period immediately prior to the employee's retirement, providing that the days taken are consecutive and that the employee does not intend to return to duty.

(2) Each employee between the ages of 55 and 65 years with between 20 and 25 years of service shall be entitled to take that number of days off with pay determined by multiplying the number of days credited to the employee's sick leave bank by a fraction, the numerator of which is the employee's completed years of service and the denominator is 25, which days off shall be taken on that number of days which the employee is scheduled to work during the period immediately prior to the employee's retirement, providing that the days are consecutive and that the employee does not intend to return to work.

(3) The benefits outlined in clause (1) and (2) above shall be limited to a maximum of either the credit in the employee's sick leave bank or one hundred and thirty (130) days (one thousand forty (1040) hours) whichever is less.

(4) This benefit shall be fixed at commencement of pre-retirement wage continuation.

12.07 - Sick Leave Records

Immediately after the close of each calendar year or so soon thereafter as is reasonably practicable, the Town shall deliver to each employee the amount of sick leave used by and credited to the employee and the total of the employee's accumulated sick leave to date.

ARTICLE 13 - WORKERS' COMPENSATION ABSENCES

13.01 - Definition

The period of time during which an employee is absent from work by reason of injury entitling the employee to Workers' Compensation earnings-replacement benefits is a workers' compensation absence and shall not be classified as sick leave.

13.02 - Workers' Compensation Benefits

(1) In the event an employee is unable to work because of injuries received in such circumstances as entitle the employee to earnings-replacement benefits under or by virtue of the *Workers' Compensation Act* of Nova Scotia, and such employee makes application for and receives earnings-replacement benefits the Town shall, except for those weeks the employee would otherwise not have worked because of lay off or the regular conclusion of park maintenance work, pay the employee that sum which, after withholding for income tax, Canada Pension and Employment Insurance, will equal the difference between the employee's regular pay on the date of injury and the aggregate of all Workers' Compensation and Canada Pension Plan benefits and, in the event of an overlap, the Town's disability insurance and Employment Insurance benefits paid to the employee until the employee is capable of employment, is granted a Workers' Compensation permanent impairment benefit, attains the age of 65 or the employee's employment is terminated, whichever occurs first.

(2) The Town shall commence paying the difference as soon as the employee is unable to work and upon the completion of the Workers' Compensation Accident Report Form. The Town shall make any required adjustment if and when the Workers' Compensation Board disallows the employee's claim for earnings-replacement benefits.

(3) When an employee's Workers' Compensation Benefit claim is disallowed, any required adjustment caused by the Town providing the employee with regular pay while off work but not entitled to Workers' Compensation earning replacement benefits shall be made, after the employee has accepted the Workers' Compensation Board decision or has exhausted all rights of appeal, in one or more of the following ways:

- (a) if the employee is entitled to sick leave, by deducting the time from the employee's sick leave bank;
- (b) by deducting the time from the employee's overtime bank;
- (c) by deducting the time from any vacation carried over from previous years;
- (d) by deducting the time from the employee's vacation entitlement, and
- (e) a repayment schedule by way of payroll deduction.

Both the method or combination of methods used to effect the adjustment and the timing and amount of each repayment instalment shall be agreed upon by the Town and the employee. If agreement can not be reached, the matter may be referred to a single arbitrator selected in the manner set out in Article 19 whose decision on the matter shall be final.

13.03 - Continuation of Rights and Benefits

While an employee is on a Workers Compensation absence, the employee shall accumulate seniority and shall continue to participate in the pension plan and all insurance plans. The Town and the employee shall continue to pay their respective shares of the contributions and premiums for all insurance plans and the pension plan based on 100% of earnings.

ARTICLE 14 - INSURANCE PLANS

14.01 - Long Term Disability Insurance

The Town shall provide long term disability insurance with an elimination period no greater than 119 days for all employees, except seasonal and park maintenance employees, with such terms and conditions as are either similar to the policy presently in place or agreed to by the parties.

14.02 - Life Insurance

The Town shall provide term life insurance for all employees, except seasonal employees, with death benefits equal to the employee's annual earnings as adjusted each year.

14.03 - Medical and Dental Care

The Town shall provide medical and dental insurance for all employees, except seasonal employees, with such terms and conditions as are either similar to the policy presently in place or agreed to by the parties. All new employees shall participate in medical and dental insurance plans.

14.04 - Premiums

(1) The premiums for each employee's long term disability insurance shall be paid entirely by each employee through payroll deductions.

(2) If an employee's premium for long term disability insurance is less than or equal to 50% of the aggregate of the premiums for long term disability, life, medical and dental insurance, the Town shall pay a sum equal to one-half of the premiums for that employee's long term disability, life, medical and dental insurance which payment shall be applied to the premium for the employee's life, medical and dental insurance and the employee shall pay the balance of the premiums for life, medical and dental insurance.

(3) If an employee's premium for long term disability insurance is greater than 50% of the aggregate of the premiums for long term disability, life, medical and dental insurance, the Town shall pay the full premiums for that employee's life, medical and dental insurance and shall pay the employee a sum equal to the difference between one-half of the premiums for the employee's long term disability, life, medical and dental insurance and the full premiums for the employee's life, medical and dental insurance.

(4) The intention is to have both parties pay equal amounts of all insurance premiums:

(5) Employees who retire before age 65 and are qualified to receive Town pension benefits shall be entitled to remain in the medical and dental plan provided that either the employee pays 100% of the premium, or, if the employee has 20 years of service with the Town and retires after (the date this Collective agreement is signed) pays 50% of the premium with the employer paying the remaining 50% of the premium.

ARTICLE 15 - RETURN TO WORK

15.01 An employee who has been absent from work for any reason and for any duration shall report his or her availability for work to the Town at least 8 hours before reporting for duty.

15.02 An employee who has been absent from work and, during such absence, was either on leave of absence or entitled to sick leave benefits, long term disability benefits or Workers' Compensation income-replacement benefits or was on pregnancy or parental leave shall, at the conclusion of the absence, be entitled to return to that employee's former position with the Town.

ARTICLE 16 - WAGES AND CLASSIFICATIONS

16.01 (1) The Town shall pay salaries and wages bi-weekly for the previous two weeks in accordance with Schedule "A" attached hereto and forming part of this agreement. The employer shall provide the employee with pay information slips containing the information set out in Schedule "C".

(2) Employees hired on or after the July 1, 2002 shall be paid by direct deposit to that employee's account at a chartered bank or credit union.

(3) (a) On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

(b) The Town may not make deductions from wages or salaries unless authorized by statute, court order arbitration or by this agreement

(4) (a) Every person who is an employee of the Town on the date hereof shall be entitled to a retroactive pay adjustment using the new salary rates set out in Schedule "A" for the period commencing May 1, 2009 to the date hereof.

(b) Every person who was an employee of the Town on May 1, 2009 but retired before the date hereof shall be entitled to a retroactive pay adjustment using the new salary rates set out in Schedule "A" for the period commencing May 1, 2009 to the date hereof for all time actually worked by the employee during that period.

(c) With the exception of the above pay adjustments, no other amendment to the provisions of this collective agreement shall have retroactive effect.

16.02 - Shortage of pay adjustment

(1) If any employee covered by this agreement does not receive the wages earned in any one period by cause of shortage, it shall be reported to the employee's supervisor who shall cause the matter to be investigated. If the pay shortage is greater than six (6) hours regular pay, the employee shall be provided with pay immediately and, in any event, no later than 1 work day after the employee reported the shortage.

If the shortage is determined to be equal to or less than six (6) hours regular pay, the employee will receive the shortage at the next regular pay.

(2) Any pay errors that have not been corrected by the second regular pay period, or any two consecutive pays containing errors, no matter the amount, shall be remedied immediately by direct deposit.

16.03 - Vacation Pay

Employees not on direct deposit may, upon giving at least five (5) 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.

16.04 - Travel Allowance

(1) Employees using their own vehicle for Town business at the request of their supervisor, acting foreman or more senior supervisory staff shall be reimbursed at the Town rate for each kilometre travelled and shall be covered by the Town's automobile liability insurance. No amount shall be paid for travel between the employee's home and place of work.

(2) Employees who are away from work while taking work related courses approved by the employer are not required to return to work after the course if, with reasonable travel time, the employee could only be available for 1 hour of work or less and if weather conditions or emergencies (as defined by Article 2.03) do not require the employee to work. The Town has the right to investigate and determine the time the course ended and the reasonable amount of time needed to travel to the workplace.

16.05 - Overweight fines

If a fine is issued for an overweight load hauled from a site without the ability to weigh i.e. no scales but has been specifically approved in writing by the supervisor, the Town shall pay the fine.

ARTICLE 17 - OVERTIME

17.01 - Overtime Definition

Overtime is all time worked beyond the regular work day, the regular work week or on a holiday.

17.02 - Call-back Definition

A Call-back is overtime where there is a break between the employee's regular daily hours and the work the employee is called in to do.

17.03 - Call-Back Guarantee

An employee working on call-back shall be paid for a minimum of 4 hours at overtime rates.

17.04 - Overtime Rates

Overtime rates shall apply for work as follows:

(1) Time and One-Half

(a) for all or any part of the first four hours worked in any one day or shift beyond the regular working hours on a regular working day;

(b) for all or any part of the first four hours worked on a regularly scheduled day off; and

(c) for all or any part of the first four hours worked on a statutory holiday (other than Christmas or New Year's Day) when the employee was not scheduled to work plus the employee shall receive another day off within thirty (30) days or pay for same, at the option of the Town.

(2) Double Time

(a) For any overtime worked in excess of four (4) hours

(i) in any one day or shift beyond the regular working hours on a regular working day;

(ii) on a regularly scheduled day off;

(iii) on a statutory holiday; and

(b) on Christmas and New Year's Day plus the pay for the holiday.

17.05 - Distribution of Overtime and Call-backs

(1) Subject to subarticles 2, 3 and 4, overtime and call-back time shall be distributed by seniority among those employees in the department in which the work arises who are willing and qualified to perform the work that is available. The employer shall have the option of assigning overtime work,

- firstly, to the crew in which the work arises,
- secondly, to an employee outside the crew, but in the department in which the work arises,
- thirdly, to employees in other departments covered by this agreement and
- lastly, to employees who are on lay off.

(2) It is acknowledged that overtime on dedicated equipment will be assigned to the operator of that equipment, if the operator is willing, and if so assigned, may be done without regard to seniority.

- (3) (a) Overtime and call back at the Stadium and Water Treatment Plant shall be divided as equally as reasonably possible among those employees in the department in which the work arises who are willing and qualified to perform the work that is available. The employer shall have the option of assigning overtime work,
- firstly, to the crew in which the work arises,
 - secondly, to an employee outside the crew, but in the department in which the work arises,
 - thirdly, to employees in other departments covered by this agreement and
 - lastly, to employees who are on lay off.
- provided that, over the course of a month, the work is divided equitably among all employees in the department.

- (b) Overtime hours refused by an employee will be deemed to be hours worked for the purposes of equitable distribution of overtime.

(4) The stadium foreman shall be included in the overtime list for the bargaining unit for purposes of determining equitable distribution.

17.06 - Time Off In Lieu of Overtime Pay

(1) Employees shall not be required to lay-off during regularly scheduled hours to equalize any overtime worked. However, instead of cash payment for overtime, an employee may save their overtime hours in an overtime bank and request time off in lieu of pay at a time selected by the employee and approved by the Town. The Town will grant the employee's request if it is reasonably practicable to do so up to a maximum of 80 hours time off in lieu of pay per calendar year.

(2) Overtime which would be paid at the rate set out in Article 17.04(1) shall be banked at 1½ times the amount of overtime worked and overtime which would be paid at the rate set out in Article 17.04(2) shall be banked at 2 times the amount of overtime worked.

- (3) (a) An employee may not have more than 80 hours in the overtime bank at any time. Whenever an employee has banked 80 hours, all further overtime must be paid out in cash.
- (b) Notwithstanding (a) above, in the last 2 years before an employee is eligible to retire with full pension, the employee may bank an additional 40 hours overtime in each year of the employee's last 2 years so that an employee may have a maximum of 160 hours.

(4) When an employee takes time off in lieu of pay, the amount of time taken off shall be deducted from the amount of time in the employee's overtime bank.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.01 - Appointment of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Town acknowledges the right of the Union to appoint or elect shop stewards whose duties shall be to assist any employee whom the shop steward represents in preparing and presenting a grievance in accordance with the grievance procedure.

18.02 - Recognition of Committee

The Union shall notify the Town in writing of the name of each Shop Steward before the Town shall be required to recognize the employee as such.

18.03 - Settling of Grievance

Should a dispute arise between the Town and any employee(s) or the Union regarding the 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, such dispute shall be settled without interruption.

STEP 1 The aggrieved employee(s) shall, with his steward, seek to settle the grievance with the employee's Manager or the Stadium Foreman, as appropriate. This attempt to settle at this stage will be taken within five (5) working days of the facts giving rise to the grievance.

STEP 2 Failing settlement at Step 1, the Union may submit the grievance to the Appropriate Director or his designate, which grievance shall be submitted within ten (10) working days of the alleged facts giving rise to the cause of complaint. Failure to present the complaint at this stage or within the time limit shall be an absolute bar to proceeding under the grievance procedure herein. The Appropriate Director, or in his absence his designate, shall have five (5) working days in which to reply to said complaint.

STEP 3 Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the employee(s) concerned together with the Grievance Committee and his Steward will submit to the CAO a written statement of the particulars of the complaint and the redress sought. The CAO, or a designate, shall meet with the grievor and no more than 3 Union representatives and may invite such Town staff as is deemed necessary. The CAO or designate shall render its decision within ten (10) working days after the meeting.

STEP 4 Failing a satisfactory settlement being reached in Step 3, the Union may, within twenty (20) days of the Step 3 decision being rendered, refer the dispute to arbitration.

18.04 - Policy or Union Grievance

The Union and its representatives shall have the right to originate a policy or Union grievance, other than through its Steward, and to seek adjustment with the Town in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

18.05 - Replies To Be in Writing

Replies to grievances shall be in writing at all stages. The Town shall supply the necessary facilities for grievance procedures held pursuant to Step 3.

18.06 - Failure to Proceed to Next Step

Subject to the time limit in Step 2, failure of the Union to process a grievance to the next step in the grievance procedure within the time limit specified shall not be deemed to have prejudiced the Union on any future identical grievance.

18.07 - Formal or Technical Objection

No grievance shall be defeated by any formal or technical objection and the Arbitration Board 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 the giving of a decision according to equitable principles and the justice of the case.

ARTICLE 19 - ARBITRATION

19.01 - Grievance Proceeding to Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail or personal delivery addressed to the other party of the agreement indicating the name of its nominee on an arbitration board. Within five (5) days thereafter the other party shall answer by registered mail or personal delivery indicating the name and address of its nominee to the Arbitration Board. The two nominees shall then meet to select an impartial chairperson.

19.02 - Failure to Appoint Arbitrator

If the recipient of the notice fails to nominate its member to the arbitration board, or if the two nominees fail to agree upon a chairperson within ten (10) days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

19.03 - Presenting Evidence

The Arbitration Board may determine its own procedure, but shall give full opportunity to all parties to present evidence or allegation and render a decision within fifteen (15) days from the time the Chairperson is appointed.

19.04 - Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties. The Arbitration Board shall have the power to modify or set aside any penalty imposed by the Town relating to the disciplinary measures before them, but shall not have the power to add, subtract or modify any terms of this Agreement.

19.05 - Clarification of Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

19.06 - Fees and Expenses

Each party shall pay:

- (1) The fees and expenses of the nominee it appoints.
- (2) One-half of the fees and expenses of the Chairperson.

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

19.07 - Access to Witness and Premises

At any stage of the grievance or arbitration procedure, the parties may have reasonable access to the Town's premises to view relevant working conditions and confer with the employees who are necessary witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Town's premises to view any working conditions which may be relevant to the settlement of the grievance.

19.08 - Single Arbitrator

By mutual agreement between both parties to this Agreement, a single arbitrator may be appointed in place of a three (3) member board. The single arbitrator shall have all the rights and

powers of a Board of Arbitration appointed under this article. Each party shall pay one-half of the fees and expenses of the Arbitrator.

ARTICLE 20 - DISCHARGE, SUSPENSION AND DISCIPLINE

20.01 - Grounds for Discharge

(1) Discharge of Employees - An employee who has completed the probationary period may only be discharged for just cause.

(2) Discharge of Probationers - A probationary employee may be discharged if found to be unsuitable for permanent employment with the Town. Where a probationary employee grieves termination, the Town shall be required to show that it acted reasonably in judging the employee unsuitable for permanent employment.

(3) Suspension - A supervisor may suspend an employee, but shall immediately report such action to the Town.

(4) Reasons - When an employee is discharged or suspended, the employee shall be given the reasons in the presence of the employee's Steward. Such employee and the Union shall be advised promptly in writing by the Town the reason for such discharge or suspension.

(5) Procedure for Disciplinary Interviews - Where a supervisor intends to interview an employee for disciplinary purpose, the supervisor shall notify the employee in advance of the disciplinary nature of the interview in order that the employee may contact his or her steward who shall have the right to be present at such interview.

20.02 - Unjustly Discharged or Suspended

An employee considered by the Union to be wrongly or unjustly discharged or suspended shall be entitled to a hearing under Article 18, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

20.03 - Reinstatement

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority, and 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 a Board of Arbitration if the matter is referred to such a board.

20.04 - Notification to Union

Whenever the Town or its authorized agent deems it necessary to reprimand an employee, in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring the employee's work up to a required standard by a given date, the Town shall, within ten (10) days thereafter, give written particulars of such reprimand to the Secretary of the Union, with a copy to the employee involved.

20.05 - Record of Employees

All records of disciplinary counselling, oral or written warnings and reprimands shall be removed from an employee's file after one (1) year from the imposition of such discipline provided that no additional disciplinary action for a related incident has been taken within that year. Once a record is removed from an employee's file, the occurrence may not be used against the employee for disciplinary purposes.

ARTICLE 21 - SENIORITY

21.01 - Seniority Defined

(1) Seniority is defined as the length of service of employees with the Town within the bargaining unit and shall be used as a factor in determining preference or priority for promotion, transfer, demotion, lay-off, recall and reduction in the work force. Seniority shall operate on a bargaining-unit wide basis.

(2) The seniority of seasonal and park maintenance employees shall be determined on a pro-rata basis in accordance with the proportion of hours worked by the employee in a year (including scheduled work hours during which the employee was off on sickness or disability leave) to 2080 hours.

(3) The seniority of all employees is set out in Schedule "B" annexed hereto.

21.02 - Seniority List

The Town shall maintain a seniority list showing the length of service of all employees which shall be sent to the union and posted on all bulletin boards in January of each year.

21.03 - Probationary Period

(1) Subject to 9.08 (3) for seasonal employees, a newly hired employee shall be on probation for the first 360 hours worked by the employee from date of first hiring as a non-seasonal employee.

(2) Subject to 20.01 (2) and 9.08(2), a probationary employee shall be entitled to all rights and benefits of this agreement.

(3) Seniority shall be established after the completion of the probationary period, but shall be counted from the original date of employment.

21.04 - Maintenance and Accumulation of Seniority

An employee shall not lose seniority rights if the employee is absent from work because of sickness, disability, lay-offs, pregnancy leave, parental leave or leave of absence approved by the Town and shall accumulate seniority during absence from work because of sickness, disability, pregnancy leave or parental leave.

21.05 - Loss of Seniority and Employee Status

(1) Established seniority and status as an employee shall not be subject to forfeiture by an employee unless the employee:

- (a) voluntarily leaves the service of the Town, quits or resigns;
- (b) is discharged for just cause or pursuant to Article 20.01 and not reinstated;
- (c) is laid off for a period of longer than one year and fails to report every 6 months in writing to the Director of Public Works, or
- (d) having been laid off, fails to return to work within 1 week of being recalled, unless more time is required due to illness or other just and reasonable cause.

(2) It shall be the responsibility of the employee to, at all times, keep the Town notified of his or her current address. The employee will be deemed to have received a notice of recall delivered to the last address of which the employee has notified the appropriate Director.

(3) For the purposes of subarticles 21.05(1)(c) and (d), a seasonal employee who is not discharged pursuant to article 20.01 shall be considered to be laid off when his or her employment ends because of the completion of the work for which he or she was hired.

(4) Where an employee quits or resigns (the "resignation"), the employee may withdraw the resignation by delivering a written withdrawal of resignation to the employee's supervisor or manager within 24 hours of the resignation. If the resignation is so withdrawn, established seniority and status of an employee shall not be forfeited by the resignation. Failure to so withdraw the

resignation shall constitute clear and unequivocal evidence of the employee's intention to and act of resignation and the employee's established seniority and status as an employee shall, for all purposes, then be forfeited as of the time of the resignation.

21.06 - Transfer and Seniority Outside the Bargaining Unit

Except for the temporary appointment of subforeman to the supervisor's position or a Class III Water Treatment Services operator to the Manager of the Water Treatment Plant position, no employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is permanently transferred to a position outside of the bargaining unit, the employee's seniority shall be maintained for 6 months as accumulated up to the date of leaving the unit, but without further accumulation. The transferred employee has the right to return to his or her former position within 6 months of transfer. Any other employee promoted or transferred because of the rearrangement of position shall also be returned to his or her former position, wage or salary rate, without loss of seniority.

ARTICLE 22 - LIABILITY OF EMPLOYEES

22.01 - Insurance on Town Vehicles

The Town will obtain and keep at its cost adequate insurance with respect to public liability and property damage occasioned in the operation of its motor vehicles by employees acting within the scope of their authority and in the course of their employment.

22.02 - Legal Act

The Town will indemnify and save harmless all employees performing any legal act within the scope of their authority and in the course of their employment.

ARTICLE 23 - LAY-OFFS, RECALLS AND REDUCTION OF THE WORK FORCE

23.01 - Definition of Lay-Offs

A lay off is a reduction in the work force or a reduction in the regular hours of work, but does not include the regular conclusion of park maintenance work.

23.02 - Job Security

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, or reduction of work force, employees shall be laid off or staff reduced in the reverse order of their seniority. Employees shall be recalled in the order of their

seniority, providing they are qualified to do the work. No new employees will be hired for a job covered by this agreement until those laid off have been given an opportunity of re-employment in that job, if they are qualified to do it.

23.03 - Lay-Off Procedure

(1) The Town shall post a 30-day notice of intended lay-offs. Such notice shall set forth the total number of lay-offs to be effected, the departments in which such lay-offs are to be effected and the anticipated duration of such lay-offs.

(2) Upon such notice of lay-offs being posted, employees in order of seniority shall have the right to accept a voluntary lay-off for the period in question and the Town shall, subject to its right to maintain an adequate and efficient work force, grant such applications for voluntary lay-off, up to and including the total number in each department in accordance with the posted intended lay-offs.

(3) During such voluntary lay-off there will be no loss of seniority rights or seniority accumulation.

(4) During such voluntary lay-off the Town will continue to make pension contributions on behalf of the employee, but upon return from lay-off the employee's pension contributions shall be increased proportionately so as to recapture loss of contributions over the six months immediately following the return to work.

(5) In the event that an insufficient number of employees voluntarily accept lay-offs as above, then, subject to the Town's right to maintain an adequate staff in the departments affected, the lay-offs will be effected in reverse order of seniority.

(6) Subject to the other provisions of this sub-article, any employee who is subject to lay off may bump a less senior employee who has the same or lower employment status from an equivalent or lower paid classification for which the bumping employee possesses the qualifications and abilities to perform the job. Employees who are bumped may, in turn, exercise bumping rights as above.

For the purpose of this sub-article, there are 3 levels of employment status - the highest is a regular full time employee, then Park Maintenance Worker and, finally Seasonable Employees.

Bumping rights do not apply to Park Maintenance Workers or Seasonal Employees at the regular yearly end of their work term.

23.04 - Conclusion of Work of Seasonal Employees

Subject to 20.01, seasonal employees shall be given 2 weeks notice of the conclusion of their work.

ARTICLE 24 - PROMOTIONS AND STAFF CHANGES

24.01 - Vacancies

When a new position is created, or when a vacancy is declared, including a vacancy declared as a result of the resignation or retirement of an incumbent, either inside or outside the bargaining unit, and up to and including the rank of supervisor, the Town shall immediately notify the Union in writing and post notice of the position in the Town's office, locker rooms, shops and on bulletin boards for a minimum of one (1) week so that all members may know of the vacancy or new position. Positions shall be advertised within one (1) week of the declaration of vacancy.

24.02 Qualifications

For the purpose of this Article, qualifications shall mean those qualifications determined by the Town and shall be set forth in the job posting.

24.03 - Job Posting

(1) Such notice shall contain the following information: nature of position, required qualifications, required knowledge and education, skills, hours of work, and wage rate. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All job postings shall state: The Town is an equal opportunity employer.

(2) The Town will mail copies of such vacancy to all employees who are on layoff to each laid off employee's last known address in time for them to apply within the time limits. Any inadvertent errors or omissions by the Town will not affect the validity of any appointment or any step in the appointment process.

24.04 Determining Qualifications

(1) In evaluating educational qualifications, the experience of the qualified applicant may be considered with such formal education as the applicant possesses as potential educational equivalent; in the event that the applicant has job related experience together with proven ability, the Town may accept such in lieu of the stated educational requirements.

(2) All qualified applicants shall be interviewed.

(3) For the purposes of Article 24, "qualifications" includes the attainment or possession of an identified level of educational standing, training, government certificates or other papers and an amount and type of practical experience.

(4) In assessing the qualification and ability of an applicant, if the applicant consents, the applicant's membership in the designated groups of First Nations/Aboriginal people, racially visible persons, African Nova Scotians, women and persons with disabilities may be taken into account to enhance representation in and promotions within the Town's workforce of these historically under-represented groups.

(5) In making staff changes where qualifications and ability of applicants are relatively equal, appointment shall be made of the applicant with the greatest seniority.

(6) The successful applicant shall be notified within 30 working days following the end of the posting period.

24.05 Trial Period

(1) The first 3 months during which the successful applicant actually performs the duties of the position shall be a trial period during which the employee's ability to satisfactorily perform the duties of the position will be assessed. The said trial period must conclude no-later than 6 months following the appointment.

(2) In the event the employee proves unsatisfactory in the position during the trial period, or is unable or unwilling to continue to perform the duties of the new job classification, the employee shall be returned to his or her former position and wage rate. Any other employee promoted or transferred because of the rearrangement of position shall also be returned to his or her former position and wage rate.

(3) The Town must act reasonably in judging the successful applicant to be unsatisfactory in the position or in curtailing the trial period.

(4) Upon successful completion of the trial period, the employee shall be reclassified to the new position.

24.06 - Notification to Applicants and Union

(1) Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on the bulletin boards.

(2) The Union shall be notified of all permanent promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment in writing.

24.07 - Non-Union Applicants

A person who is not a member of the Union shall not be appointed or promoted over employees covered by this Agreement if there is an employee who is a member of the Union and covered by this Agreement who has the qualification and abilities for the job. The qualifications and abilities of any such employee shall be determined by the Town subject to the grievance and arbitration procedures of this Agreement.

24.08 - Temporary Vacancies

(1) When a position covered by this agreement becomes temporarily vacant by reason of vacation, sickness, injury, employer approved conferences and training, compassionate leave or jury duty for an expected period of less than six (6) months, and when the Town from time to time requires work to be performed in the temporarily vacated position, then on each such occasion, the Town will offer the position to those employees with the required qualifications within the department in which the vacancy occurs on a seniority basis. If no employee with the qualifications within the department in which the vacancy occurs is willing to accept the position, then the Town may assign the position to the most junior employee with the required qualifications within that department. The employee assigned the position for that occasion shall receive the corresponding rate of pay. If, on any occasion, no employee with the required qualifications within the department is available, then the Town shall offer the position to employees with the required qualifications covered by this agreement on a seniority basis and if no employee with the required qualifications is willing to accept the assignment, then the Town may assign the position to the most junior available employee with the required qualifications covered by this agreement for that occasion.

(2) When a position covered by this agreement becomes temporarily vacant by reason of sickness, injury or jury duty for an expected period of six (6) months or more and the Town requires work to be performed in the temporarily vacated position, the Town shall fill the position by following the posting procedures set out in Article 24.01 - 24.07 hereof. When a temporarily absent employee returns to work, that employee shall return to his original position as will the replacement employee.

(3) When a position has been temporarily filled by an employee for two (2) years, the temporary replacement shall be deemed permanent, subject only to the return of the original temporarily absent employee who will return to his original position. The replacement employee will then have full bumping rights under Article 23.03(6) except for bumping into the position just vacated for the returning employee.

(4) When a position covered by this agreement is vacant and the posting procedures set out in Article 24.01 - 24.07 must be followed, then while the said posting procedures are being conducted, the Town may temporarily fill the position by following the procedures set out in Article 24.08 (1).

24.09 - Lower-Paid Classification

Any employee covered by this Agreement who is temporarily assigned to another position for which the rate of pay is lower than the rate of pay for such employee's regular position shall receive the regular rate of pay while so employed and not the rate of pay for the temporary assignment.

24.10 - Higher-Paid Classification

Any employee covered by this Agreement who is temporarily assigned to another position for which the rate of pay is higher than the rate of pay for such employee's regular position shall receive the higher rate of pay while so employed, with a minimum of four (4) hours for either the morning or afternoon.

24.11 - Handicapped and Older Worker Provisions

On request, the Town shall make reasonable efforts to transfer an employee when, through advancing years, injury, illness or handicap, the employee is experiencing difficulty in performing the duties of his or her classification. Any such transfer will only be made with the employee's consent. If transferred, the employee shall be paid at the rate of the job to which he or she is assigned. Such employee shall not displace an employee with more seniority, but shall be entitled to bump employees with less seniority in any position for which the senior employee has the required qualifications.

24.12 - Training Courses

The Town shall post any formal Training Courses or programmes for which employees are to be selected. The bulletin shall contain the following information:

- Type of course (subjects and material covered).
- Time, duration and location of course.
- Minimum qualifications required for applicant.

This bulletin shall be posted for a period of two weeks, whenever possible, on Bulletin Boards in all departments to afford all interested employees an opportunity to apply for such training.

The Town shall pay the employee's regular salary while the employee is taking formal training courses approved by the Town.

ARTICLE 25 - LEAVE OF ABSENCE

25.01 - Negotiations

Representatives of the Union shall not suffer any loss of pay or benefits when required to leave their employment temporarily in order to carry on negotiations during working hours with the Town or with respect to a grievance.

25.02 - Union Leave

(1) Leaves of absence without pay and without loss of seniority or benefits shall be granted, upon request to the Town at least 2 weeks in advance of such requested absence, to any two (2) employees elected or appointed to represent the Union at Union Conventions, Labour School or seminars. Such time shall not exceed a total for all employees of twenty (20) working days in any one year nor exceed a total for any single employee of ten (10) working days in any one year.

(2) An employee shall receive the pay and benefits provided in this agreement when on Union leave. However, the Union shall reimburse the Town for all pay and benefits during the Union leave.

Subsection 25.02(2) shall only apply to a maximum of 5 consecutive working days at a time, following which the employee must return to work for at least 2 weeks before again being eligible for relief under subsection 25.02(2).

25.03 - General Leave

(1) The Town may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for a defined term to a maximum of 12 months and for good and sufficient cause. Such request to be in writing and subject to approval by the Town and may be extended by mutual agreement.

(2) An employee who requests general leave to work in a staff position with CUPE or any of its affiliates shall, once per year for a continuous period, be deemed to have good and sufficient cause for general leave.

(3) While on a general leave of absence, an employee:

(a) shall not accumulate service, seniority, sick leave entitlement and vacation entitlement;

(b) shall not be entitled to pay or days off for any statutory holiday;

(c) shall not be entitled to long term disability or life insurance coverage;

(d) may maintain medical and dental coverage only if the employee elects in writing to do so at or before the start of the general leave, pays the entire premiums (both Town and employee portions) for same and is permitted to do so by the medical and dental insurer;

(e) shall not be entitled to pensionable service and neither the employee nor the Town shall be required to remit contributions to the pension plan in respect of the employee, and

(f) when an employee on general leave returns to work, that employee shall return to the position that was vacated.

25.04 - Bereavement Leave

(1) When death occurs to a member of the immediate family of an employee covered by this Agreement, hereinafter defined in Section (4) of this article, such employee shall be granted compassionate leave with pay and benefits for a period not to exceed four (4) consecutive days, one of which shall be the day of the funeral, to the extent that any or all of these days are normal working days.

(2) One day's compassionate leave with pay and benefits shall be granted to an employee covered by this Agreement for the purpose of attending the funeral of a grandparent, aunt, uncle, sister-in-law or brother-in-law, provided that such day is a normal working day.

(3) Any such employee, while on compassionate leave with pay shall receive the same regular rate of pay from the Town as was in effect for the said employee immediately prior to going on compassionate leave.

(4) For the purpose of this article, members of the immediate family are the employee's wife, common-law spouse, husband, mother, father, former legal guardians, brothers, sisters, sons, daughters, stepchildren, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law and includes step-parents and any relative of second degree living under the same roof at the time of death.

(5) In the event of the death of any member of CUPE Local 734, an employee may take 3 hours off with pay to attend the deceased's member's funeral, starting 1 hour before the funeral, provided that notice of intention to do so is given by the employee to the employee's supervisor prior to the completion of the shift on the working day before the funeral and further provided that the employee actually attends the funeral.

25.05 - Educational Leave

An employee shall be entitled to leave of absence with pay to a maximum of twenty-four (24) hours and without loss of seniority and benefits to write examinations to up-grade the employee's employment qualifications.

25.06 - Family Leave

(1) Employees are entitled to family leave up to 3 days per year to deal with an illness of the employee's parents, spouse or children where no one except the employee can provide for the needs of that person during the illness. Requests for family leave must be approved by the employee's manager or designate, which approval will not be unreasonably withheld.

(2) All family leave used shall be deducted from the employee's bank of accumulated sick leave.

(3) Employees shall be entitled to all pay and benefits while on family leave.

ARTICLE 26 - PREGNANCY AND PARENTAL LEAVE

26.01 The provisions of the Nova Scotia *Labour Standards Code*, as amended from time to time, respecting Pregnancy Leave and Parental leave shall apply to all employees hereunder.

26.02 During pregnancy or parental leave, the employee has the option of maintaining any of the insurance plans and the pension plan, based on 100% of earnings. The Town shall notify the employee in writing of the option and the date beyond which the option may no longer be exercised at least 10 days prior to the last day on which the option could be exercised to avoid an interruption in benefits. Where the employee opts in writing to maintain a benefit plan, the Town shall continue to pay its share and the employee shall pay his or her share for all premiums for such plan.

ARTICLE 27 - JOB SECURITY

Where manpower within the then existing forces, or equipment is not available, work may be contracted out, providing it does not displace or cause lay-off of any employee covered by this Agreement.

ARTICLE 28 - JOB CLASSIFICATION AND RECLASSIFICATION

28.01 - Existing Classifications

Existing classifications shall not be eliminated without prior agreement with the Union.

28.02 - Reclassifications or New Classifications

When the duties or volume of work in any classification are changed or increased or where the Union and/or an employee feels he is unfairly or incorrectly classified, or when any position not covered by schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Town and the Union. If the parties are unable to agree on the reclassification and/or rate of pay in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 29 - RETIREMENT AND PENSION PLAN

Pension Plan

(1) The Town shall provide a defined benefit pension plan for all employees except seasonal employees and park maintenance employees. The Town shall also provide the defined benefit pension plan to all park maintenance employees who exercise the option to participate in the plan pursuant to article 9.07(2).

(2) Effective the date of signing this agreement, each employee shall contribute 7% of the employee's regular wages, excluding overtime, to the Pension Plan and the Town shall at least match such contribution.

(3) The Town shall establish and maintain a Pension Advisory Committee consisting of one member appointed by each of the following groups: the CUPE Local 734 employees, the unionized fire employees, the non-unionized engineering department employees, the non-unionized planning department employees, the non-unionized finance department employees, the non-unionized police service employees and the Chief Administrative Officer. The committee will operate on a consensus basis.

(4) The Pension Advisory Committee shall meet with representatives of the Town's pension carrier to review the Town's Pension Plan and to receive recommendations. Upon receipt of such recommendations, the Town and the Union agree that the Pension Plan and contributions thereto, recognizing the need for uniformity amongst the participants therein, shall remain under active negotiations between the parties.

(5) The union representative on the Pension Advisory Committee shall receive copies of all triennial reports and other reports about the pension plan from the plan actuary and may disseminate same to other union members.

(6) The Town shall provide the union with any reasonable general information it requests concerning the pension plan. No information specific to an employee will be provided.

(7) Any changes or amendments to the pension plan shall only be done after giving the Pension Advisory Committee a reasonable opportunity to make a recommendation.

(8) Any surplus funds in the plan shall be used to improve the plan or reduce equally the required pension contributions of the Town and its employees.

ARTICLE 30 - CLOTHING ISSUE

All employees covered by this Agreement shall be furnished with suitable clothing, including coveralls and rubber boots. Any clothing issue damaged or to be replaced must be returned to the manager or his designate before any replacement can be issued. The Town shall reimburse each employee for the cost of purchase of approved safety boots, to a maximum of \$175.00 per year. The reimbursement shall be paid upon providing the employer with a receipt and upon verification that the boots meet the Town's safety specifications.

ARTICLE 31 - INCLEMENT WEATHER PAY

31.01 In the event weather is unsuitable for outside work, employees shall, subject to emergencies, work under shelter at such employment as may be available. If such sheltered employment is not available, all employees covered by this Agreement who work two or more hours in any day and are then unable to perform any more work during such day due to inclement weather and being dismissed for the remainder of the day, shall be entitled to and shall be paid for the full day, at the prevailing rate of pay.

31.02 During a state of emergency declared by the duly authorized Mayor, any employee who is unable to safely arrive at work shall have all absent time considered as time worked and there shall be no loss of wages, benefits, or seniority for this absent time.

ARTICLE 32 - JURY DUTY

Any employee covered by this Agreement who is summoned for jury duty shall receive full pay from the Town at the same regular rate of pay for such employee immediately prior to going on jury duty for such period, to the extent that any or all of the days in the period are normal working days, such pay shall be less the amount paid for jury duty.

ARTICLE 33 - GENERAL EMERGENCY

Any employee leaving the service of the Town during a state of national emergency and joining the Armed Forces of Canada, including the Merchant Marine, shall, on return to the Town's service, maintain the employee's seniority rights and shall be entitled to promotions, pay increases, etc. provided the employee returns to work with the Town within three (3) months of the day of discharge from the above-mentioned forces.

ARTICLE 34 - OCCUPATIONAL HEALTH AND SAFETY

(1) The Union and the Town agree to follow the requirements of the Nova Scotia *Occupational Health and Safety Act*, as amended from time to time, or any successor legislation.

(2) The Town shall pay the costs of medical certificates that are required for licensing and/or certification purposes.

ARTICLE 35 - COFFEE BREAK

Subject to Article 9.02, all employees covered by this Agreement shall be permitted two ten (10) minute break periods, one before noon and one after noon, during each shift, to be known as "coffee break".

ARTICLE 36 - NO STRIKE OR NO LOCKOUT

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

ARTICLE 37 - GENERAL CONDITIONS

37.01 - Accommodations

Accommodation shall be provided for employees to have their meals and keep and change their clothes.

37.02 - Bulletin Boards

The Town shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

37.03 - Personnel Records

(1) Except where required by law, the personnel records of an employee or former employee shall not be divulged to any other person or organization without the prior written consent of the employee concerned.

(2) An employee has the right, at reasonable times and upon reasonable notice to the manager, to inspect the employee's own personnel records.

37.04 - Personal Appearance

Employees shall report to work in a state of reasonable personal cleanliness and dressed in a presentable manner appropriate to their job.

ARTICLE 38 - PRESENT CONDITIONS AND BENEFITS

38.01 All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Town shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the town and the Union.

38.02 - Continuation of Acquired Rights

All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law or regulation now existing or hereafter enacted, proclaimed or promulgated, shall invalidate any portion of this agreement, the entire agreement shall not be invalidated and the remaining rights, privileges and obligations of the parties shall remain in existence.

38.03 Amalgamation, Regionalization and Merger Protection

To the extent legally possible, if the Town amalgamates with any other body, the Town agrees that:

- (1) Employees shall be credited with all seniority rights with the new employer.
- (2) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new employer.
- (3) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new employer.
- (4) Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employers, but not less than they are currently receiving.
- (5) No employee shall suffer a loss of employment as a result of merger.

(6) Preference in location of employment in the merged municipality shall be on the basis of seniority.

ARTICLE 39 - DURATION AND TERMINATION OF AGREEMENT

39.01 - Duration

This Agreement shall be binding and remain in effect from May 1, 2013 to April 30, 2017 and shall continue from year to year thereafter unless either party gives to the other party notice in writing no more than 90 days nor less than 30 days before April 30 in any year that it desires its amendment, or that the terms and conditions of a new agreement be negotiated to replace this Agreement.

39.02 - Notice of Desire to Amend or Negotiate

A notice given pursuant to article 39.01 must be in writing and served in the following manner to be effective:

(1) If given by the Town it must be served either by personal service or registered mail upon the president or secretary of the Union.

(2) If given by the Union it must be served either by personal service upon the CAO or registered mail upon the Town.

(3) Failure to serve such notice in the aforementioned manner will render the notice null and void.

39.03 - Changes in Agreement

Any changes to this agreement may be made by mutual agreement to the parties at any time during the term or continuation of this agreement.

ARTICLE 40 - BENEFIT AND BINDING

40.01 - Terms of Agreement

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

40.02 - Binding of Agreement

This Agreement and everything contained herein will enure to the benefit of and be binding upon the parties hereto, their successor and assigns, respectively.

IN WITNESS WHEREOF this agreement has been executed on this 15 day of November, 2013 by the parties hereto, attested to by the hands of their proper officers or representatives authorized in that behalf.

SIGNED, SEALED AND DELIVERED

in the presence of

Amanda Smies

) THE TOWN OF TRURO
)
)
)
)

W.R. Mills

MAYOR W.R. (BILL) MILLS

)
) *[Signature]*

JAMES LANGILLE, CAO
)

)
) CANADIAN UNION OF PUBLIC
) EMPLOYEES, LOCAL UNION 734
)

Stephen Fitzgerald

) *[Signature]*

PRESIDENT
)

) *[Signature]*

SECRETARY
)

SCHEDULE "A"

CLASSIFICATION GROUP

Environmental Services Department

	<u>Present Rate</u>	<u>3%</u> <u>May 1/13</u>	<u>3%</u> <u>May 1/14</u>	<u>2.5%</u> <u>May 1/15</u>	<u>2.5%</u> <u>May 1/16</u>
1. Sub-Foreman	\$ 23.51	\$ 24.22	\$ 24.94	\$ 25.57	\$ 26.20
Class III Operator - Waste Water Collection					
Class III Operator - Water Distribution	\$ 22.06	\$ 22.72	\$ 23.40	\$ 23.99	\$ 24.59
2. Lead Hand					
Class II Operator - Waste Water Collection					
Class II Operator - Water Distribution					
Excavator Operator	\$ 21.79	\$ 22.44	\$ 23.12	\$ 23.69	\$ 24.29
3. Class 1 Operator - Waste Water Collection					
Class I Operator - Water Distribution	\$ 21.51	\$ 22.16	\$ 22.82	\$ 23.39	\$ 23.98
4. Operator in Training	\$ 21.28	\$ 21.92	\$ 22.58	\$ 23.14	\$ 23.72
5. Labourer	\$ 20.62	\$ 21.24	\$ 21.88	\$ 22.42	\$ 22.98
6. Probationary	\$ 12.60	\$ 15.00	\$ 15.45	\$ 15.84	\$ 16.23
7. Seasonal					
On call pay (per day)	\$ 43.29	\$ 44.59	\$ 45.93	\$ 47.07	\$ 48.25

CLASSIFICATION GROUP

Transportation Services Department

	<u>Present Rate</u>	<u>3%</u> <u>May 1/13</u>	<u>3%</u> <u>May 1/14</u>	<u>2.5%</u> <u>May 1/15</u>	<u>2.5%</u> <u>May 1/16</u>
1. Subforeman	\$ 23.51	\$ 24.22	\$ 24.94	\$ 25.57	\$ 26.20
Mechanic					
2. Lead Hand, grader, dozer and excavator operators	\$ 22.06	\$ 22.72	\$ 23.40	\$ 23.99	\$ 24.59
3. Machine Operators, Labourer with special skills and tandem truck and salt truck driver	\$ 21.79	\$ 22.44	\$ 23.12	\$ 23.69	\$ 24.29
4. Truck driver, tractor operator, labourer semi-skilled	\$ 21.51	\$ 22.16	\$ 22.82	\$ 23.39	\$ 23.98
5. Labourer	\$ 21.28	\$ 21.92	\$ 22.58	\$ 23.14	\$ 23.72
6. Probationary	\$ 20.62	\$ 21.24	\$ 21.88	\$ 22.42	\$ 22.98
7. Seasonal*	\$ 12.60	\$ 15.00	\$ 15.45	\$ 15.84	\$ 16.23
On call pay (per day)	\$ 43.29	\$ 44.59	\$ 45.93	\$ 47.07	\$ 48.25

* Seasonal employees shall be paid 70% of the Labourer rate after April 30, 2017

CLASSIFICATION GROUP

Present Rate May 1/13 May 1/14 May 1/15 May 1/16

Parks, Recreation and Culture Department

1. Subforeman	\$ 23.51	\$ 24.22	\$ 24.94	\$ 25.57	\$ 26.20
2. Leadhands and Stationary Engineer (Arena) Class II operator refrigeration	\$ 22.06	\$ 22.72	\$ 23.40	\$ 23.99	\$ 24.59
3. Labourer Special skills	\$ 21.79	\$ 22.44	\$ 23.12	\$ 23.69	\$ 24.29
4. Stationary Engineer (Arena) operator Refrigeration in Training and Labourer semi-skilled	\$ 21.51	\$ 22.16	\$ 22.82	\$ 23.39	\$ 23.98
5. Labourer and Downtown Maintenance	\$ 21.28	\$ 21.92	\$ 22.58	\$ 23.14	\$ 23.72
6. Probationary	\$ 20.62	\$ 21.24	\$ 21.88	\$ 22.42	\$ 22.98
7. Seasonal	\$ 12.60	\$ 15.00	\$ 15.45	\$ 15.84	\$ 16.23

CLASSIFICATION GROUP

Present Rate May 1/13 May 1/14 May 1/15 May 1/16

Water Treatment Services

	<u>A</u>	<u>B</u>	<u>A</u>	<u>B</u>	<u>A</u>	<u>B</u>	<u>A</u>	<u>B</u>	<u>A</u>	<u>B</u>
8. WTP Class IV Operator	\$ 25.70	26.49	26.47	27.28	27.27	28.10	27.95	28.81	28.65	29.53
9. WTP Class III Operator	\$ 24.23	24.98	24.96	25.73	25.71	26.50	26.35	27.16	27.01	27.84
10. WTP Class II Operator	\$ 22.77	23.48	23.45	24.18	24.16	24.91	24.76	25.53	25.38	26.17
11. WTP Class I Operator	\$ 22.50	23.22	23.18	23.92	23.87	24.63	24.47	25.25	25.08	25.88
12. WTP Operator in Training	\$ 22.23	22.96	22.90	23.65	23.58	24.36	24.17	24.97	24.78	25.59

A = In Training; B = Trained

Oncall pay (per day) \$ 50.18 \$ 51.68 \$ 53.24 \$ 54.57 \$ 55.93

SCHEDULE "A" Classification Groups		Transportation Services	Environmental Services	Water Treatment Services	Parks	Stadium and Ballfield	Present Rate	3% May 1/13	3% May 1/14	2.5% May 1/15	2.5% May 1/16
1	Sub-Foreman & Mechanic Class III Operators - Waste Water Collection Class III Operators - Water Distribution	R. Reid J. Cumming R. Higgins	S. Dennis (WDI) (WWCI) J. Cavanagh (WDD) (WWCI) B. Babineau (WDII)	J. McCready			\$23.51	\$24.22	\$24.94	\$25.37	\$26.20
2	Lead Hands Class II Operators - Waste Water Collection Class II Operators - Water Distribution Stationary Engineer (Arena) - Class 2 Operators	P. Hirtle (Grader)	L. Shipley (WCI) (Eve) B. Brake (WDD) (Meters) D. Cavanagh A. Higgins (WDII) (WWCI) R. Shipley (WDII) (Tr27) J. Bowman (WDD) (WWCI) T. Hill (WDD) (WCII) (Tr28)	B. Parsons			\$22.06	\$22.72	\$23.40	\$23.99	\$24.59
3	Machine Operators Labour Special Skills Tandem Truck and Salt Truck Drivers Class I Operators - Waste Water Collection Class I Operators - Water Distribution	K. Little (Tr21) J. Shipley (Loader) B. Dalrymple (Salt) K. Weatherby (Swpr) V. Kellock (SpSL) K. Simmonds (SpSL) S. Betts (AH) J. Burke (Salt) C. Paris (Salt) J. Raun (Roller) P. Marshall (Tr20)				F. Lynds	\$21.79	\$22.44	\$23.12	\$23.69	\$24.29
4	Truck Driver Tractor Operator Labour Semi-Skilled Operators in Training - Waste Water Collection Operators in Training - Water Distribution Sanitary Engineer (Arena) - Operators in Training	A. Jackson (SSL) G. Clyke (Tr26) D. Legere (Tr25) C. Paul (SSL)			J. Hollis B. Sullivan	L. Anthony* H. McInnis*	\$21.51	\$22.16	\$22.82	\$23.39	\$23.98
5	Labourer Downtown Maintenance				M. Gibbon R. Johnson		\$21.28	\$21.92	\$22.58	\$23.14	\$23.72
6	Probationary						\$20.62	\$21.24	\$21.88	\$22.42	\$22.98
7	Seasonal Custodian Seasonal				B. Gosby		\$12.60	\$15.00	\$15.45	\$15.84	\$16.23
8	Water Treatment Class IV Operator A - In Training B - Trained			M. Millard (B) K. Leblanc (B)			A \$25.70 B \$26.49	A \$26.47 B \$27.28	A \$27.27 B \$28.10	A \$27.95 B \$28.81	A \$28.65 B \$29.53
9	Water Treatment Class III Operator A - In Training B - Trained			T. Weatherbee (B)			A \$24.23 B \$24.98	A \$24.96 B \$25.73	A \$25.71 B \$26.50	A \$26.35 B \$27.16	A \$27.01 B \$27.84
10	Water Treatment Class II Operator A - In Training B - Trained			G. Leblanc (B)			A \$22.77 B \$23.48	A \$23.45 B \$24.18	A \$24.16 B \$24.91	A \$24.76 B \$25.53	A \$25.38 B \$26.17
11	Water Treatment Class I Operator A - In Training B - Trained						A \$22.50 B \$23.22	A \$23.18 B \$23.92	A \$23.87 B \$24.63	A \$24.47 B \$25.25	A \$25.08 B \$25.88
12	Water Treatment Operator-In-Training A - In Training B - Trained						A \$22.23 B \$22.96	A \$22.90 B \$23.65	A \$23.58 B \$24.36	A \$24.17 B \$24.97	A \$24.78 B \$25.59

* L. Anthony at Group 2 when on Ballfields, H. McInnis is current temporary assignment to Group 2 when Larry on vacation or assigned to Stadium.

Position Incumbants are as of May 1, 2013.

NOTES TO SCHEDULE "A"

1. The mere performance of a particular function within the classification of a special skill does not entitle compensation with that category. The special skill shall be determined by the Director of Public Works.
2. Lead Hands - must assume responsibility for and leadership of a crew and job site, work independently and be able to work effectively without direct supervision in the absence of a subforeman. When the crew for which a lead hand is responsible is 4 employees or less (including the lead hand), he will be paid at the lead hand rate. When the crew for which a lead hand is responsible is 5 or more employees (including the lead hand), he shall be paid at the subforeman rate.
3. All changes, collateral or by promotions, must be posted in accordance with contract.
4. Performance within a particular classification shall include all necessary or related functions, according to direction.
5. Freeman Lynds shall be paid in Group 3.
6. a) An employee regularly employed in
 - the Environmental Services Department who holds a waste water collection or water distribution operator's certificate
 - the water treatment plant who holds a water treatment plant operator's certificate or
 - the stadium who holds a stationary engineer (arena) operator's certificateshall be paid the greater of the rate described for holding the certificate (commencing immediately upon obtaining the certificate) or the rate for the job function performed.

An Environmental Services employee who holds both the waste water collection and the water distribution operator's certificate shall be paid on the basis of the higher level certificate.
- b) An employee temporarily assigned to work in another department, shall be paid at the greater of that employee's regular rate or the rate for the job function performed, but shall not be paid according to the class of operator's certificate held by the employee who is being temporarily replaced.
7. The supervisor rate for 2008 is \$26.44 per hour, subject to increase as implemented.

SENIORITY LIST (Dec 31, 2012)

<u>EMPLOYEE</u>		<u>DATE OF HIRE</u>	<u>SENIORITY in years</u>
Leonard MacDonald		01/01/1972	41.000
Joseph Shipley		21/06/1976	36.529
Kevin Little		16/07/1976	36.460
Michael Veniot		28/06/1979	33.510
Lloyd Shipley		14/10/1979	33.214
Freeman Lynds		05/11/1979	33.153
Robert Higgins		10/01/1981	31.973
Danny Cavanagh		12/03/1980	27.838
Rodney Reid		28/10/1985	27.175
Bruce Dairymple		24/05/1988	24.605
Stephen Dennis		30/05/1988	24.589
Boyd Parsons	P.M.	0/0/1970	24.099
Vaughan Keilock		15/05/1989	23.630
Cordell Paris		23/05/1989	23.608
Kerry Simmonds		23/05/1989	23.608
Jim Cumming		12/06/1989	23.553
Ken Weatherby		21/02/1990	22.858
Ben Brake		10/10/1990	22.225
Larry Anthony		21/05/1991	15.697
Jim McCready	P.M.	08/05/1988	15.205
Mark Gibbon	P.M.	06/09/1998	14.318
Albert Jackson		22/09/1997	13.405
Dexter Shipley		13/11/1999	13.132
Stephen Betts		29/05/2001	11.592
Craig Phillips		01/05/2002	10.668
Gordie Clyde		31/05/2001	10.501
John Hazelhurst	S.P.	11/06/2001	9.847
Anthony Higgins		27/05/2002	9.622
Ryan Shipley		03/06/2002	8.990
Bradley Babineau		22/06/2004	8.526
Henry MacInnis	P.M.	31/05/1999	8.166
David Legere		03/06/2002	8.095
Joey Hollis	P.M.	07/06/1999	8.036
Mitch Millard		13/06/2005	7.551
Peter Hirtle		29/05/2006	6.592
Jeff Bowman		26/06/2006	6.515
Jason Rann		17/07/2006	6.304
Raymond Johnson		27/10/2004	5.750
Jason Cavanagh		09/07/2007	5.304
Jason Burke		15/10/2007	5.211
Kenneth Munroe	S.	27/05/2002	4.858
Ryan Doucet		09/07/2007	4.778
Barry Gosby	S.P.	20/03/2006	4.743
Ted Weatherbee		30/06/2008	4.504
Bernie Wallace	S.	23/05/2006	4.473
Paul Marshall		14/07/2008	4.466
Doug Pelham		09/07/2007	4.337
David Hutt		04/06/2007	4.287
Tyler Hill		12/05/2008	4.274
Brian Sullivan	P.M.	04/06/2007	3.818
Brian Marriott		28/09/2009	3.258
Conrad Paris	S.P.	11/06/2008	3.208
Lorne Pelham		12/05/2008	3.148
Brian Higgins	S.	14/05/2008	3.077
Gary Leblanc		29/12/2009	3.005
Chris Paul		12/07/2008	2.861
Brian Boudreau	S.	21/07/2008	2.809
Kevin Leblanc		15/03/2010	2.797
Rodney Preston	S.	21/07/2008	2.678
Joseph Jordan	S.	03/09/2008	2.631
Darryl Steele	S.P.	11/05/2009	1.440

SCHEDULE "C"

INFORMATION TO BE INCLUDED ON PAY SLIPS

HOURS WORKED AND PAY INCLUDING:

Regular hours

- Over time hours x 1.5
- OT hours x 2
- Oncall pay

Deductions

1. Pensions with amount deducted in pay period with YTD totals
2. Income tax with amount deducted in pay period with YTD totals
3. EI with amount deducted in pay period with YTD totals
4. CPP with amount deducted in pay period with YTD totals
5. Phone with amount deducted in pay period with YTD totals
6. LTD with amount deducted in pay period with YTD totals
7. Health plan with amount deducted in pay period with YTD totals
8. Dental plan with amount deducted in pay period with YTD totals
9. Gym with amount deducted in pay period with YTD totals
10. Slush Fund with amount deducted in pay period with YTD totals
11. Union Dues with amount deducted in pay period with YTD totals

Accumulations and deductions

Sick pay used in pay period with accumulated amount left in bank.
Vacation used in pay period with accumulated amount left in bank.
Banked time used in pay period with accumulated amount left in bank.

TOWN OF TRURO

APPLICATION FOR SICK LEAVE

I, _____, hereby apply for sick leave and the following period of time:

I certify that I was in fact unable to work on the above mentioned occasion(s) due to illness of sickness. I further recognize that a fraudulent application for and obtaining of sick leave shall be cause for discharge.

DATED at Truro, Nova Scotia this _____ day of _____, 20__ .

(Signature of Applicant)

(Witness)

The full text of subarticles 12.01 to 12.05 of the Sick Leave Article of the agreement between the Town of Truro and the Canadian Union of Public Employees, Local 734, follows.

12.01 - Sick Leave Defined

Sick leave means the period of time an employee is, having complied with Article 12.03, absent from work with full pay by virtue of being unable to carry out his or her duties as a result of the employee being sick or disabled, under medical quarantine by virtue of being exposed to a contagious disease or unavoidably under examination or treatment of a physician, chiropractor or dentist, but does not include absences by incapacity resulting from injury entitling the employee to earning-replacement benefits under the Workers Compensation Act. Employees who are sick or disabled have the ability to apply for long term disability benefits after 119 days.

12.02 - Accumulation

(1) Subject to subarticle 12.02(2), all employees covered by this agreement, after the completion of 45 working days, but retroactive to the date of employment, shall accumulate sick leave at the rate of 1½ days per month to a maximum accumulation of 130 working days. Days absent from work on sick leave will be deducted from the accumulated total.

(2) While an employee is absent without pay for any reason, the employee shall not accumulate sick leave credit for the period of such absence, but shall retain the cumulative sick leave credit, if any, existing at the start of such absence.

12.03 - Entitlement to Sick Leave

(1) All employees claiming entitlement to sick leave shall sign an application for sick leave in a form to be attached to this Agreement. After three (3) consecutive working days and if requested by the Town, the employee claiming entitlement to sick leave must produce a medical certificate. If such medical certificate is not produced, the employee shall have no claim for pay in respect of absence from work. The Town may during any illness request such certificate to be obtained from a medical doctor of its own choice.

(2) The Town reserves the right to investigate any reported illness or injury of an employee. The Town shall have the right to such medical reports and records respecting an employee claiming sick leave benefits as is reasonably necessary to evaluate the claim provided that copies of all such reports or other information obtained by the Town shall be given forthwith to the employee concerned.

(3) If the employee fails to satisfy the sick leave definition, supply the appropriate application for sick leave form or fails to supply the requisite medical certificate, the employee shall have no claim for pay in respect of his absence from work.

(4) (a) On and after the fifth occasion an employee starts sick leave within a calendar year, the employee claiming sick leave must produce a medical certificate. If such medical certificate is not produced, the employee shall have no claim for pay in respect of the absence from work.

(b) Absences for family leave, the first two absences in a calendar year for medical or dental appointments and any medical or dental appointments that cause the employee to be away from his or her job duties for less than 2 hours do not constitute an "occasion" for purposes of Article 12.03(4)(a),(4)

12.04 - Absence to be Reported

In any case of an absence of an employee due to sickness, the employee shall report the matter to the employee's manager at least one-half hour before the time employee's work commences. In the event of an unjustified failure to so notify, an employee shall not be entitled to sick pay for that day. The Town reserves the right to send someone to investigate any reported illness of an employee. The employer will provide the Union with the appropriate call-in telephone numbers.

12.05 - Fraudulently Applying for Sick Benefits

Fraudulently applying for and obtaining sick leave shall be cause for immediate discharge, subject to the grievance and arbitration procedure.

BETWEEN:

THE TOWN OF TRURO

(hereinafter called the "TOWN")

OF THE ONE PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION 734, C.L.C.

(hereinafter called the "UNION")

OF THE OTHER PART

LETTER OF UNDERSTANDING

Background

The parties have signed a Collective Agreement on the same date as this letter, which is intended to supplement the Collective Agreement.

Agreement

1. The Town will amend its hiring policy to include a provision that new employees within the CUPE bargaining unit will be introduced to their shop steward and local union president.
2. a) The Town will give the Union a copy of any application it makes to Human Resources Development Canada (HRDC) or its successor, respecting the employment of summer students when the application is made and will give the Union a copy of any approval of funding from HRDC when received.

b) The Union will give its Executive, at the time the Collective Agreement is ratified and for the term of the Collective Agreement, the authority to advise HRDC whether or not it objects to any of the positions contained in the Town's application.

Handwritten initials and scribbles in the top right corner.

3. If an employee is working in an area where washroom facilities are not readily available, the Town will ensure that the employee has either a means of transportation to a washroom or a communication device so that transportation can be readily obtained.

IN WITNESS WHEREOF this agreement has been executed on this _____ day of _____, 2010 by the parties hereto, attested to by the hands of their proper officers or representatives authorized in that behalf.

SIGNED, SEALED AND DELIVERED

- in the presence of -

Heather Maclean

) THE TOWN OF TRURO
)
)
) *(Signature)*
) MAYOR W.R. (BILL) MILLS
)
) *(Signature)*
) JAMES DANIELLE CAO
)
) CANADIAN UNION OF PUBLIC
) EMPLOYEES, LOCAL UNION 734
)
) *(Signature)*
) PRESIDENT
)
) *(Signature)*
) SECRETARY