

**THIS COLLECTIVE AGREEMENT**

Made this <sup>1<sup>st</sup></sup> day of October, 2015, A.D.  
between

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL UNION NO. 1233**

Hereinafter referred to as the "Union"  
Party of the First Part

and

**THE MUNICIPALITY OF THE CORPORATION OF  
THE TOWN OF AMHERST, NOVA SCOTIA**

Hereinafter referred to as the "Employer"  
Party of the Second Part

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**ARTICLE 1                      PREAMBLE**

1.01    Whereas it is the desire of all Parties to this Agreement:

- 1)        To maintain the existing harmonious relationship and settle conditions of employment between the Employer and the Union.
- 2)        To recognize the value of joint discussions.
- 3)        To encourage efficiency in operations.
- 4)        To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

1.02    Definitions

- 1)        Full-time Employee - An employee who usually works the hours set out in Article 14.
- 2)        Seasonal Employee - An employee who may be full-time or part-time and who is seasonally laid off and recalled.
- 3)        Student Employee - An employee who is a Summer student or Co-op student. At no time will these students replace bargaining unit employees covered by this Collective Agreement. Student employees are excluded from coverage of this Collective Agreement. Summer students will only be employed between May 1st and September 15th.
- 4)        Transfer - A transfer occurs when an employee applies for a position and is awarded it.

**ARTICLE 2                      MANAGEMENT RIGHTS**

2.01    The Union and the employees covered by this Agreement recognize and acknowledge that it is the exclusive function of the Employer to:

- 1)        Maintain order, discipline and efficiency
- 2)        Hire, discharge, suspend, direct, classify, re-classify, transfer, assign work, promote and demote, or otherwise discipline any employee covered by this Agreement. A claim that an employee has been discharged, suspended, disciplined or demoted without just cause may be the subject of a grievance and dealt with under the provisions of Article 12 herein.

The Union and the employees also acknowledge that it is the function of the Employer to operate and manage its business in all respects, in accordance with its commitments and responsibilities. All rights, functions, powers, privileges and authority, with regard to the management and operation of the Operational Services and Recreation Facilities shall be subject to the provisions of this Collective Agreement.



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- 3) Without restricting the generality of the foregoing, immediately discipline up to and including discharge any employee covered by this Agreement who if found guilty of any of the following offences:
- a) consuming intoxicating liquor or non-medical use of drugs during working hours, reporting for work or being at work in an intoxicated condition;
  - b) falsely claiming or reporting illness;
  - c) stealing, giving away or appropriating to their use or that of another person, any money, supplies, materials or other property of value belonging to the Employer. Whether property is of value or not is to be determined by the Employer;
  - d) refusing to obey a legitimate order from Management, or, without undue provocation is insolent to representatives of Management;
  - e) being absent from work for five (5) or more consecutive working days without notifying the Employer.

**ARTICLE 3 RECOGNITION AND NEGOTIATIONS**

- 3.01 The Employer, or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees, Local Union 1233, as the sole bargaining agent for all its employees, but excluding Police Officers, Firemen, Foremen and those equivalent to the rank of Foreman and above, Recreation Maintenance Foreman, Office Employees and those excluded by Paragraphs (a) and (b) of Subsection (2) of Section 1 of the Trade Union Act.
- 3.02 No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this contract.
- 3.03 In respect of employees covered by this Agreement, the Employer shall not recognize during the currency of this Agreement any other bargaining agent in respect of any matters herein dealt with.
- 3.04 Communication between the Parties in all matters relating to this Agreement shall only be held between authorized representative(s) of the Union and authorized Management Personnel of the Employer.
- 3.05 **The representative designated by the Union will be given access to worksites to meet with employees of this Collective Agreement during their meals and other scheduled breaks, giving reasonable notice to the Employer before doing so.**

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**ARTICLE 4 NO DISCRIMINATION**

- 4.01 The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect of any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of their membership in a labour union.
- 4.02 No employee shall be required to cross the picket line of a legal strike. In emergency situations the CAO and Union President or their designates together will ensure the necessary service is provided.

**ARTICLE 5 UNION SECURITY**

- 5.01 All employees covered by this Agreement, as a condition of continued employment, shall become and remain members in good standing of the Union. All future employees of the Employer shall, as a condition of continued employment become members in good standing in the Union after sixty (60) working days of continuous employment with the Employer.

**ARTICLE 6 CHECK OFF OF UNION DUES**

- 6.01 The Employer agrees to deduct from every employee any monthly dues and assessments levied, in accordance with the Union bylaws, and owing by the employee to the Union, provided that the Employer has been advised in writing of the names of the employees so affected and the amount of dues to be deducted.
- 6.02 **The Employer will deduct union dues, initiation fees, and assessments as set by the Union from each pay of all employees covered by this Collective Agreement.**

**Such deductions will be forwarded to the National Secretary Treasurer of the Canadian Union of Public Employees no later than the 20th day of the month following the one in which they were deducted. Address to forward dues: Canadian Union of Public Employees, National Secretary Treasurer, 1375 St. Laurent Blvd., Ottawa, ON K1G 0Z7**

**DUES SUPPORTING DOCUMENTATION**

**Along with the deductions, the Employer will provide:**

- a) **A completed Union dues remittance form, supplied by the Union, and**
- b) **An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, address, employment status (such as full-time, part-time, seasonal temporary, casual), classification/job title, regular earnings, hours worked, and dues deducted. The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.**
- c) **At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each union member in the previous year.**

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

- 7.01 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in Article 5 and 6 dealing with Union Security and Dues Check-off.
- 7.02 New employees shall be presented with a copy of the Agreement by the Employer on commencement of employment.
- 7.03 **On commencing employment in a position with the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their Union Steward or Representative, as designated by the Union.**

**The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of sixty minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.**

**ARTICLE 8 MANAGEMENT - LABOUR RELATIONS**

- 8.01 For the efficiency of the service it is agreed by all Parties to this Agreement that a Management-Labour Relations Committee be set up. These committees shall meet on the request of either Party to this Agreement but in no event shall there be a longer period than six (6) months elapse between meetings and the first meeting will be held within sixty (60) days following the signing of this Agreement. **The committee shall consist of:**

**Four (4) non Union persons appointed by the Employer, at least one (1) of whom will come from Recreation Facilities.**

**Four (4) members of the Local Union No. 1233, at least one (1) of whom will come from Recreation Facilities.**

**The approved Terms of Reference for the CUPE Labour Management Relations Committee will be attached at the back of the Collective Agreement and can only be changed with full agreement of both parties.**

- 8.02 The Union agrees that there shall be no strike during the terms of this Agreement and the Employer agrees that there shall be no lock-out of the members of the Union during the terms of this Agreement. The words "strike" and "lock-out" shall be as defined in the Trade Union Act.
- 8.03 Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the privilege of attending bargaining sessions held within working hours without loss of remuneration (maximum four (4) employees).

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**ARTICLE 9 SENIORITY**

**9.01 Seniority Defined**

As of January 1, 1987, seniority is defined as the length of continuous on-the-job service in the bargaining unit and shall include service with the employer prior to the certification or recognition of the Union, and shall be on a bargaining-unit-wide basis in the Public Works and is not interchangeable with Recreation Facilities.

Subject to other provisions of this Collective Agreement, for the purpose of lay-offs, recalls, promotions, transfers and demotions, seniority of an employee shall be given preference, consistent with the required ability of such employee to perform the work required.

In the Recreation Facilities operation, seniority shall be accumulated on the basis of time worked, and shall be on a classification basis. Seniority is not interchangeable with Public Works.

**9.02 Seniority List**

The Employer shall maintain separate seniority lists for Public Works and Recreation Facilities, showing the current classification, the date upon which each employee's service commenced and the employee's accumulated service to date.

Effective January 1st, 1987, accumulated service shall mean time worked.

An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. Any apparent error in the Seniority List must be discussed with the Employer within four (4) weeks of the posting date, thereafter the list shall become final.

**9.03 Seniority Date**

Seniority status for a newly hired employee will be determined upon completion of a sixty (60) working days continuous service probationary period. After completion of the probationary period, seniority shall be effective from the original date of employment.

The Employer shall not be required to establish just cause when a probationary employee has been terminated unless there has been a violation of Article 4.01 herein.

**9.04 Loss of Seniority**

An employee shall not lose seniority if absent from work because of sickness, disability, accident, lay-off or leave approved by the Employer.

An employee shall only lose seniority in the event;

- (1) the employee is discharged for just cause and has not been reinstated;
- (2) the employee voluntarily resigns;
- (3) after a lay-off, the employee fails to return to work within three (3) calendar days after receiving notice by certified mail to do so, unless through sickness or other just cause;
- (4) the employee is not recalled to work within a period of twelve (12) months after layoff.

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**ARTICLE 10 LAYOFFS AND RE-HIRING**

10.01 All Parties recognize that job security should increase in proportion to length of service. Layoff and reinstatement will be in the order of seniority provided they are qualified to do the work. No new bargaining unit employees will be hired until those laid off have been given an opportunity of re-employment.

Notwithstanding this provision, the Parties and a specific senior employee may agree to alternate provisions in a written signed letter to be mutually agreed in advance of any lay-off.

10.02 Full-time employees having one year's seniority will be given ten (10) days notice prior to layoff. Employees who are called to work during their seasonal layoff shall be given one (1) day's notice prior to layoff.

**ARTICLE 11 PROMOTIONS AND STAFF CHANGES**

**JOB POSTINGS**

11.01 When a new position is created, or when a vacancy of scheduled temporary or permanent nature occurs and it has been determined by the Employer that the position will be filled, the Employer shall within ten (10) days notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of five (5) working days so that all members will know about the vacancy or new position.

Employees in Recreation Facilities will be considered only for promotions in Recreation Facilities. Recreation Maintenance will now be considered for promotions within Recreation Facilities but not within Operations Services.

Employees in Public Works will be considered only for promotions or staff changes in Public Works.

11.02 Information on Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education; skills, hours of work, wage or salary rate.

Such qualifications and requirements shall be those necessary to perform the job function effectively and may not be established in a discriminatory manner.

11.03 Temporary Reassignment

The Town agrees that experience gained on a temporary reassignment shall be considered in evaluating that employee over an employee with more seniority when considering promotion.

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11.04 Outside Advertising

No outside advertisement for any vacancy shall be placed until the applications of present Union members have been fully processed.

11.05 Role of Seniority in Promotions, Transfers and Staff Changes

Both Parties recognize:

- (1) the principle of promotion within the service of the employer;
- (2) that job opportunity should increase in proportion to length of service.

Therefore, in filling a vacancy in an existing or new position, preference shall be given to existing employees providing they have the required qualifications and ability, with seniority being the deciding factor when two or more employees are qualified to fill the position and are relatively equal in all other respects.

11.06 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. The employee shall be given a trial period of six (6) weeks and up to fifty (50) days worked. Conditional on satisfactory service, the employee shall be declared permanent after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, the employee shall be returned to the former position and wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the former position and wage or salary rate, without loss of seniority.

11.07 The Union shall be notified of all appointments, hirings, lay-offs, re-hirings and termination of employment in writing.

11.08 Any employee covered by this Agreement who has given good and faithful service to the Employer and who, through advancing years or temporary disablement is unable to perform the regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which the employee is re-assigned.

11.09 Any employee who is assigned to a Management position shall be permitted a leave of absence from the bargaining unit during the probationary period of the Management position to a maximum of six (6) months.

11.10 Any employee who applies for and is successful in obtaining a lower paying position shall be paid the appropriate wage rate for that position and is subject to a trial period in accordance with article 11.06.

11.11 Employees required temporarily to perform duties in a higher-rated position for a period of at least one working day (8 hours) shall receive the higher rate while occupying such position. Employees required to perform duties in a lower rated position shall not have their rates reduced. Any employee performing such duties in a higher rate of position for a period of six (6) consecutive months shall have this classification reviewed with the object of receiving the higher rate permanently, except in cases of temporary assignment when the employee returns to his former position.

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**ARTICLE 12                    GRIEVANCE PROCEDURE**

12.01 The Employer acknowledges the right of the union to appoint, or otherwise select, a Grievance Committee of three (3) members who shall be employees of the Employer. The personnel of such committee shall be communicated to the Employer.

12.02 A grievance shall be defined as a difference of interpretation of this Agreement concerning its meaning, application, administration or alleged violation.

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

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

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

**Step 1**

The grievance may be submitted to the relevant Department Head, or his designated alternate, within twenty (20) days of the date of the occurrence of the initial event giving rise to the grievance. The relevant Department Head, or his designated alternate, shall reply within five (5) working days from the date of receipt of the grievance.

**Step 2**

Failing satisfactory settlement at Step 1, the employee may, within ten (10) working days of receipt of the reply of the relevant Department Head or his designated alternate, forward the grievance to the Chief Administrative Officer, or his designated alternate. The Chief Administrative Officer, or his designated alternate, shall reply within ten (10) working days of the date of receipt of the grievance.

12.05 Where a dispute involves a question of general application or interpretation, such grievance shall be filed within twenty (20) working days of the event giving rise to the grievance at Step 1.

12.06 Grievances settled pursuant to this Article shall date from the time that the grievance was filed or consistent with any other terms of resolution agreed to by the Parties.

12.07 The Employer shall supply the necessary facilities for the grievance meeting(s).

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**ARTICLE 13            ARBITRATION**

- 13.01 When either Party requests that a grievance be submitted to arbitration, the request shall be made in writing within twenty (20) working days of a failure to settle the dispute at Step 2, addressed to the other Party of the Agreement. Within five (5) days thereafter, each Party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within five days, the appointment shall be made by the Minister of Labour upon the request of either Party. By mutual agreement between both Parties a single arbitrator may be appointed in place of a three (3) member Board.
  
- 13.02 No person shall be selected as a member of an arbitration board who:
  - (1) is acting, or has within a period of six (6) months preceding the date of their appointment, acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either of the Parties;
  - (2) has any pecuniary interest in the matters referred to the Board.
  
- 13.03 The Board may determine its own procedure, but shall give full opportunity to all Parties to present evidence and make representations to it. The Board shall commence its proceedings within forty-eight (48) hours after the Chairperson is appointed. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson is appointed. The decision of a majority shall be the decision of the Board.
  
- 13.04 The decision of the Board of Arbitration shall be final and binding on all Parties, but in no event shall the Board of Arbitration have the power to alter, modify, or amend the Agreement in any respect. 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, which it shall do within three (3) days.
  
- 13.05 **Each of the parties to arbitration shall bear the fees and expenses of their nominee to the Arbitration Board and equally share the fees and expenses of a Single Arbitrator or Chairperson.**
  
- 13.06 The time limits fixed in both the grievance and arbitration procedure may only be extended by written agreement of the Parties to this Agreement.
  
- 13.07 In lieu of three (3) Board of Arbitration the Parties agree to a sole arbitrator option if mutually agreed in writing by both Parties.

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**ARTICLE 14            HOURS OF WORK**

- 14.01 (1)     The normal work week shall consist of five (5) eight (8) hour days from Monday to Friday inclusive. The normal hours of work shall be from 8:00 am to 4:00 pm and there will be one-half (½) hour allotted for a mid-shift lunch for which employees will be paid. There will be no coffee breaks although crews will be permitted to have coffee during the work period provided one man per crew is able to go get the coffee and the work being performed during that time does not come to a standstill.
- (2)     Subject to 14.01(3), changes in the start/quit time may be pre-scheduled to meet specific operational requirements. Any employee affected by a change in start/quit times shall be provided with at least one (1) weeks' notice of the proposed change.
- (3)     Subject to 14.01(1) and (2) above, the scheduled working day for employees shall not begin earlier than 6:00 am nor end later than 6:00 pm.
- (4)     The hours of work for the operator of the street sweeper shall be flexible with possibilities for rescheduling as required. It is agreed that the Employer will provide a minimum of one (1) weeks' notice of any rescheduling. Failure to provide such notice shall result in payment of overtime per this Agreement.
- 14.02     The hours of work for full-time employees relating to the Stadium operation shall be forty (40) hours per week as determined by the shift schedule, plus overtime for all work over each scheduled shift.
- 14.03     Hours of work for Recreation Maintenance will be forty (40) hours per calendar week, as determined by the shift schedule, at the regular rate of pay.

**ARTICLE 15            OVERTIME**

- 15.01     The work performed in excess of eight (8) hours in the scheduled work day shall constitute overtime and the Employer shall pay for these hours at the rate of time and one-half the regular rate being paid the employee.
- 15.02     All work performed on holidays, as contained in Article 16 of this Agreement and including Sundays, will be paid for at the rate of double time. This provision does not apply to Recreation Maintenance employees.
- 15.03     Every employee who is called out and required to work in an emergency outside scheduled working hours shall be paid for a minimum of three (3) hours at overtime rates. Employees asked to assume duties before the start of a scheduled shift when they are at the shop, shall be paid a minimum of one hour at overtime rates. If an employee is called at home prior to the commencement of the employee's scheduled shift, call out compensation applies.

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15.04 In Public Works, depending on the availability, overtime shall be divided on a reasonably equal basis among employees in the same Department (Water, Sewer, Streets, Utility) who are qualified to perform the particular work required. When an employee is called to do overtime work and is not available, it shall be considered as if he had done the work for the purpose of dividing the overtime among the employees. Notwithstanding this provision, should overtime be required at the end of a shift, the employee(s) who are working at the site in question shall be given first opportunity to continue to work overtime. Such overtime shall not be counted in the overtime equalization. In the case of emergency, employees shall not have the right to refuse overtime work when so requested by the Employer.

15.05 Employees shall not be required to lay off during regular or rescheduled hours to equalize for any overtime worked.

15.06 In the Recreation Facilities operation overtime will be on a classification basis. In the Stadium operation, if mutually agreed by the Employer and the employee, time off in lieu of pay at appropriate overtime rate shall be granted.

15.07 Float Time for All Employees:

- (1) An employee may bank up to a maximum of two (2) weeks (eighty [80] hours) of overtime at overtime rates as time in lieu, to be called float time.
- (2) Once banked, the float time shall only be paid out when the employee gives the Employer at least two (2) weeks' notice of their desire to be paid.
- (3) Unless otherwise mutually agreed, float time shall not be taken in June, July or August.
- (4) Arrangements to take float time must be made with the employee's immediate Supervisor (excluding Lead Hand) for a mutually agreeable time.
- (5) Any balance owing shall be taken as time off at a time mutually agreed, or paid out at the rate in place at the time the overtime was earned.

**ARTICLE 16 HOLIDAYS**

16.01 All employees shall receive one day's pay for not working on the following:

- |                      |                                 |
|----------------------|---------------------------------|
| New Year's Day       | Remembrance Day                 |
| Queen's Birthday     | Dominion Day                    |
| Good Friday          | Thanksgiving Day                |
| Boxing Day           | Labour Day                      |
| Christmas Day        | Easter Monday                   |
| 1st Monday in August | <b>Nova Scotia Heritage Day</b> |

and any other day proclaimed by the Federal, Provincial or Municipal Government.

If any of the above holidays fall on a Saturday or Sunday, for premium pay purposes the day designated for the holiday shall be the Monday immediately following the holiday. If Christmas Day and Boxing Day fall on a Saturday and Sunday, for premium pay purposes the days designated shall be the Monday and Tuesday immediately following the holidays.

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- 16.02 In order to qualify for pay for the above mentioned holidays, employees will be required to work the last regularly scheduled working day prior to, and the first regularly scheduled working day following the holiday, unless work is not available or unless the employee is on an approved leave of absence.
- 16.03 If any of the above mentioned holidays should fall on the employee's regular day off, the employee shall receive an additional day off at a time mutually agreeable by the Employer and the employee.
- 16.04 Recreation Facilities employees, including Recreation Maintenance, will receive all holidays falling within their period of employment.
- 16.05 Stadium employees, including Recreation Maintenance, who work holidays as defined in this article as part of their regularly scheduled shift shall be paid time and one half (1 1/2) for working the holiday and in addition will be paid for the day.
- 16.06 Stadium employees who are scheduled off on a holiday and are called back to work shall be paid double time (2 x) for all hours worked on the Holiday and, in addition, will be paid for the day.

**ARTICLE 17                    VACATIONS**

- 17.01 After one (1) year continuous service – two (2) weeks vacation with pay.  
 After three (3) years – three (3) weeks vacation with pay;  
 After eleven (11) years – four (4) weeks vacation with pay;  
 After eighteen (18) years – five (5) weeks vacation with pay.  
 After twenty-four (24) years - six (6) weeks vacation with pay

Payment shall be made at the rate effective immediately prior to the vacation period.

Employees off work on LTD or Workers' Compensation shall only be entitled to earn vacation credits during the first year of their absence, to a maximum of one year's entitlement. Employees off work on a personal unpaid leave of absence shall not accumulate vacation credits during such leave.

- 17.02 Any employee not having a year of service prior to the commencement of the vacation period shall be allowed vacations at the rate of one (1) working day's vacation for each completed month of service, to a maximum of ten (10) working days but must have been employed for twenty (20) days in each month. An employee leaving the service at any time in the vacation year before the employee has had vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- 17.03 If a statutory or declared holiday, as defined in Article 16, falls on or is observed during an employee's vacation period, the employee shall be granted an additional day's vacation for each such holiday, in addition to regular vacation time.

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- 17.04 All employees shall be granted a vacation period at such time as may be mutually agreed upon by the Employer and the employee. Preference in choice of vacation periods shall be submitted in writing on or before April 30th in each year, with the approved schedule being posted by Management within 30 days.
- 17.05 No Public Works employee will be allowed more than three (3) weeks vacation between June 1st and September 30th without the permission of Management.
- 17.06 All vacations will be paid on a percentage of the previous year's total gross earning less the amount(s) paid under Article 17.01 herein:
 

One year	Two (2) weeks or ten (10) days; four percent (4%)
Three years	Three (3) weeks or fifteen (15) days, six percent (6%)
Eleven years	Four (4) weeks or twenty (20) days, eight percent (8%)
Eighteen yrs.	Five (5) weeks or twenty-five (25) days, ten percent (10%)
Twenty Four years	Six (6) weeks or thirty (30) days, twelve percent (12%)
- 17.07 Seasonal employees shall receive their vacation pay with each pay. It shall be calculated on their gross earnings from the Town of Amherst and upon the appropriate percentage set out in 17.06 herein according to their accumulated completed service. They shall not be granted paid time off for vacations.

**ARTICLE 18                      EMPLOYEE BENEFIT PLANS**

18.01 The Employer agrees to continue a long term disability plan and a short-term disability plan with the premium to be paid on a cost-share basis, with sixty percent (60%) paid by the Employer and forty percent (40%) paid by the employee.

The Employer agrees to continue an extended health care plan with the premium to be paid on a cost-share basis, with sixty percent (60%) paid by the Employer and forty percent (40%) paid by the employee.

The Employer agrees to continue a dental care plan, with the premium to be paid on a cost-share basis, with sixty percent (60%) paid by the Employer and forty percent (40%) paid by the employee.

The Employer will continue to pay one hundred percent (100%) of the premium for life insurance and accidental death and dismemberment.

The Employer shall not reduce benefits offered by these plans without consent by the Union.

The Employer agrees to extend the benefit coverage (Blue Cross only) to employees who opt to retire early through to the age of 65 with sixty percent (60%) paid by the Employer and forty percent (40%) paid by the employee.

18.02 All year round, full-time employees must participate in the Long-Term Disability Plan, the Short-Term Disability Plan and the Life Insurance Plan.

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- 18.03 All year round, full-time employees must participate in the Extended Health Care Plan and Dental Plan, unless the employee's spouse has this coverage from another carrier.
- 18.04 (1) Seasonal employees may participate in the Long-Term Disability Plan, the Short-Term Disability Plan, the Extended Health Care Plan and the Dental Care Plan or any other benefit plan provided the plan carrier allows enrolment of such employee.
- Seasonal employees shall be entitled to AD & D for the period they are working.
- The existing practice of seasonal employees being entitled to Short Term/Long Term Disability shall continue while the employees are working and provided that the carrier agrees to continue coverage.
- (2) Seasonal employees, while on lay-off, may continue participation in the Extended Health Care Plan and the Dental Care Plan provided the employee pays both the Employer and the employee share of premiums.
- 18.05 The Employer will grant each employee with two (2) weeks full pay before that employee goes on Short-term Disability.
- 18.06 The employees, except for Seasonal employees, do not accumulate sick days. However, any sick days already accrued will be used by an employee prior to the triggering in of the Short-Term or Long-Term Disability plan.
- 18.07 The Town reserves the right to send any employee who has excessive use of sick leave to a Town appointed medical doctor for an independent physical examination.

**All information provided will be kept strictly confidential.**

## **ARTICLE 19 LEAVE OF ABSENCE AND SICK LEAVE**

- 19.01 The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.
- 19.02 Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer to employees elected or appointed to represent the Union at Union conventions. Such time shall not exceed a total of fourteen (14) days in any one year unless otherwise mutually agreed.
- 19.03 An employee shall be granted five (5) working days bereavement leave without loss of salary or wages for death of an employee's spouse, children, parent, brother or sister and three (3) days' leave in the case of the death of a fiancé, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law and one day for an aunt or uncle provided that the one day is for attending the funeral. Where the funeral is held at a distance, additional days shall be allowed to cover the time required to travel, the length of time to be at the Employer's discretion.

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- 19.04 Employees who experience home or family emergencies that require the employee to need time off work may be given time off with pay, provided that the Employer agrees that time off with pay is warranted. The amount of time that may be given in accordance with this Article will be decided by the Employer, based on the individual merits of the emergency. "Family" in this Article is defined as immediate family, including spouse, children, parent, brother or sister of the employee, or any other person in the full discretion of the Employer.
- 19.05 Sick leave means the period of time an employee is permitted to be absent from work with pay because of sickness or disability or because of an accident for which Workers' Compensation is not payable. It is clearly understood that sick leave only applies to bona fide sickness, disability or accident. An employee who is absent from work on approved sick leave shall only be entitled to sick leave pay provided the employee has sufficient sick leave credits. Entitlement to paid sick leave only covers seasonal employees while they are not covered by the Short-Term Disability plan
- 19.06 Seasonal employees shall earn sick leave at the rate of one and one-half (1.5) days per month worked accumulative to a maximum of one hundred (100) days (available to Seasonal employees while they are not covered by the Short-term Disability plan).
- 19.07 The Town reserves the right to send any employee who has excessive use of sick leave or who is claiming sick leave in questionable circumstances to a Town appointed medical doctor for an independent physical examination and/or prognosis.

**All information provided will be kept strictly confidential.**

- 19.08 When an employee is given a leave of absence in excess of twenty (20) days without pay for any reason, or is laid off, the employee shall not earn sick leave credits for the period of such absence.
- 19.09 Upon five (5) working day's notice to the Employer, an employee may request time off of up to two (2) hours to engage in personal preventative medical and dental care, such as doctor's appointments and diagnostic tests. Employees will endeavour to schedule their appointments at the start or end of their shift.
- 19.10 When an employee has to miss a days work due to being sick, the matter will be reported to the Works Manager/Supervisor prior to the time the employee's normal shift would commence, with two (2) hour's notice for Stadium employees. In the event of failure to so notify, the employee will not be entitled to sick pay for that day.

**ARTICLE 20 PAYMENT OF WAGES**

- 20.01 The Employer shall pay rates of pay in accordance with Schedules "A" and "B" attached hereto and forming part of this Agreement. Payment of wages shall be by direct deposit by-weekly and employees shall be provided with an itemized statement of wages and deductions on payday. Deposits will be at the bank by Noon on payday.

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**ARTICLE 21            PROTECTIVE CLOTHING**

21.01 All employees will be provided items listed below at no cost to the Employee as needed:

- Safety helmets/hard hats
- Gloves (leather)
- Hearing protection
- Safety glasses or prescription safety glasses (if required) and replaced if damaged at work
- Coveralls (to suit the season) or (2) two pairs of pants plus (1) one jacket
- Rubber suits (**as necessary**)
- Rubber gloves
- Rubber boots (as necessary)

Replacement of any of the above will not be unreasonably denied.

21.02 The Employer shall provide a pair of safety boots, the quality of which is to meet Department of Labour specifications for Class "A" Safety Boots, to each employee who has been employed at least six months in the past year on or about June 1st.

21.03 All Mechanics and Carpenters will be given a tool allowance of one hundred dollars (\$100.00) each year.

**ARTICLE 22            STADIUM OPERATIONS**

22.01 Upon successful completion of a Stationary Engineer Refrigeration Plant Class 2 certification, Stadium employees will be paid Stationary Engineer Class 2 rates. During the life of the Agreement, an opportunity for training in plant refrigeration will be made for Stadium employees. Time off with pay will be given for the purpose of writing examinations.

22.02 Work schedules at the stadium shall be posted and shall not be changed without giving the employee at least forty-eight hours notice unless such notice is not reasonably possible.

**ARTICLE 23            SUB-CONTRACTING**

23.01 The Employer has the right to contract out any work, however, such contracting out shall not affect the continued employment of those persons covered by this Agreement.

M.G.  
PK

**ARTICLE 24 GENERAL**

- 24.01 Proper accommodation shall be provided for employees to have their meals and keep their clothes.
- 24.02 The Employer shall provide Bulletin Boards in all shops upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- 24.03 Without detracting from the existing rights and obligations of the Parties recognized in other provisions of this Agreement, the Employer and the Union agree to co-operate at the plant level in encouraging employees afflicted with alcoholism or drug dependency to undergo a coordinated program directed to the objective of their rehabilitation.

**ARTICLE 25 PENSION**

- 25.01 All full-time year round employees and seasonal employees (up to September 11, 2007) will continue in the Town's Pension Plan. The employee contribution shall be six percent (6%) of regular gross wages. The formula for all future service shall be two percent (2%) times future years of service. The base year for calculations shall be 1999 and employees shall not pay more than six (6%) percent for pension contributions.

Employees will have access to the unreduced retirement at age 62 option currently available to non-union members of the Town's Pension Plan.

In the event the Plan is improved for non-union and/or management employees, the improvement shall be offered to the Union and subject to agreement of the Union. For greater clarity, in the event the improvement involves a new cost of premiums to employees, the Union reserves the right to decline offer.

All bargaining unit employees hired subsequent to September 11, 2007, for pension purposes, shall be governed by the Letter of Agreement attached to and forming a part of this Collective Agreement.

Pension contributions shall be paid based on a maximum of forty (40) straight-time hours per week regardless of it being regular hours paid or overtime hours.

- 25.02 There shall be (2) two Union Representatives appointed by the Union to sit on a Joint Pension/Benefits Committee. The Union committee members will be offered training (at no cost to the members) in how best to represent their members as advisors on the maintenance of the plan

**The parties agree to allow the CAO Pension Advisory Committee to continue their education process and prepare evidence based recommendations related to the entire pension plan in the future.**

**With consensus from the committee, a person from CUPE with pension experience may be invited to attend committee meetings from time to time as an educational resource for the committee.**

**Both parties agree that they are prepared to entertain amendments mutually agreed upon through letter of agreement during the term of this contract on pension related issues.**

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**ARTICLE 26                    DISCIPLINE**

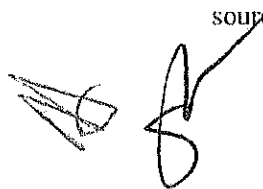
- 26.01 (a) Where the supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact a Local Union Representative to be present at the interview.
- (b) Upon giving reasonable notice to the Employer, an employee shall have the right at any time to have access to review, and make copies of his/her personnel file. All matters of a disciplinary nature shall be removed from the employee's personnel file after they have been on file for a period of two (2) years provided that no other discipline has been placed on file within that period.

Employees who have been suspended for gross misconduct shall not have this material removed from the personnel file. Employees are not entitled to see any confidential information in his file that was received from outside agencies or previous employers.

26.02 **The Employer will agree to a one (1) week period to provide notice to an employee when a matter of discipline is under review and/or an investigation may be pending. Under normal circumstances, a twenty (20) working day period for resolution is reasonable for an internal investigation; however management reserves the right to extend this period, with notice, acknowledging that more serious incidents may require a longer investigation period and may require outside agencies or resources. In these instances with the use of outside agencies or resources the 20 day limit shall not apply but will be completed in a reasonable time frame.**

**ARTICLE 27                    HEALTH AND SAFETY**

- 27.01 The Employer, the Union and Employees agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, illness and injury. The Employer and Employees agree to abide by the Nova Scotia Occupational Health and Safety Act and Regulations.
- 27.02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee at least (1) one representative selected or appointed by the Union from amongst bargaining unit employees.
- 27.03 Any representative appointed or selected by the Union shall serve a term of (1) one calendar year from date of appointment which may be renewed for further periods of (1) one year. Time off for such representative to attend meetings of the Joint Occupational Health and Safety Committee in accordance with the foregoing shall be deemed to be work time for which the representative shall be paid by the Employer at his/her regular rate of pay.
- 27.04 An employee who is injured, while working during working hours and is required to leave for medical treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay unless a Doctor states that the employee is fit for further work on that shift.
- 27.05 Transportation to the nearest physician or hospital for employee(s) requiring medical care as a result of an accident shall be at the expense of the Employer if it proves unrecoverable from other sources e.g. Workers Compensation or Blue Cross.





**ARTICLE 28 TERM OF AGREEMENT**

28.01 This Agreement shall be binding and remain in effect from the date of signing until March 31, 2018, and shall continue in effect from year to year unless any Party gives written notice to the other Party of their desire to amend this Agreement or negotiate a new Agreement. Such notice shall be given at least sixty (60) days prior to the expiration date of this Agreement or any renewal thereof.

Wage rate increases only shall be effective as of April 1, 2015.

**ARTICLE 29 RETROACTIVITY**

An employee who has severed his employment due to retirement, disability, passing away or resignation between the termination date of expired agreement and the effective date of the new agreement shall receive the full retroactivity of any increase in wages or salaries. These employees or their estate must apply in writing the Chief Administrative Officer within sixty (60) days from the date of the signing of this agreement.


**ARTICLE 30 SIGNATORIES**

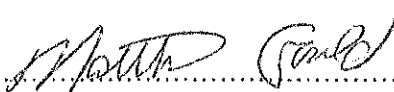
DATED THIS DAY OF October, 2015, A.D., IN THE TOWN OF AMHERST, NOVA SCOTIA.

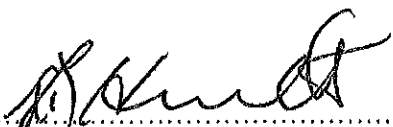
On behalf of:

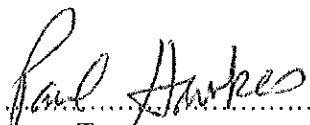
MUNICIPALITY OF THE CORPORATION OF THE TOWN OF AMHERST, N.S.

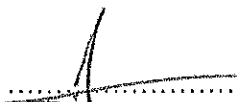
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL No. 1233

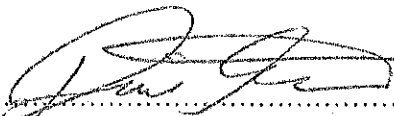
  
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Mayor




  
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President

  
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Treasurer

  
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**SCHEDULE "A"**  
**CUPE LOCAL 1233/OPERATIONAL SERVICES DEPARTMENT**

Increment	2%	1.75%	1.5%
Classification	April 1, 2015	April 1, 2016	April 1, 2017
Sub-Foreman	27.58	28.06	28.48
Carpenter	25.21	25.65	26.03
Mechanic*	25.81	26.26	26.65
<b>Welder/Mechanic</b>	25.81	26.26	26.65
Lead Hand	25.21	25.65	26.03
Lead Hand with certification*	25.81	26.26	26.65
Operator	23.80	24.22	24.58
Sewer Maintenance	23.65	24.06	24.42
Sewer Maintenance with certification*	24.37	24.80	25.17
Water Maintenance	23.65	24.06	24.42
Water Maintenance with certification*	24.37	24.80	25.17
Utility	23.65	24.06	24.42
Labourer	22.61	23.01	23.36

\*Where certification is required by the Employer.

NOTE: It is agreed that there shall be a starting labourer rate equal to the Provincial minimum wage. After twelve (12) months of accumulated service the rate will be \$1.00 above the Provincial minimum wage and will increase to the full rate after twenty-four (24) months of accumulated service.

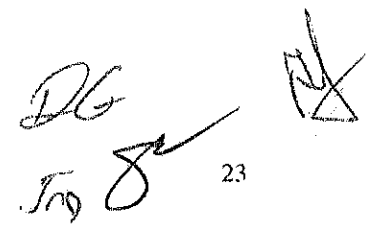
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SCHEDULE "B"

CUPE LOCAL 1233 / RECREATION FACILITIES

<b>Increment Classification</b>	<b>2% April 1, 2015</b>	<b>1.75% April 1, 2016</b>	<b>1.5% April 1, 2017</b>	<b>Comment</b>
Parks & Stadium Supervisor	27.58	28.06	28.48	
Operator with Refrigeration Class 11 Provincial Certificate	25.51	25.65	26.03	With Provincial Certificate
Parks, Maintenance and Stadium Operator Fully functional with Parks Maintenance and or Stadium Equipment	23.80	24.22	24.58	Fully functional with Parks Maintenance and Stadium Equipment
Stadium Attendant	22.61	23.01	23.36	Works in Stadium
Parks Attendant	22.61	23.01	23.36	Works as Parks Worker
Recreation Maintenance	22.61	23.01	23.36	Works in Maintenance role

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P.H.

### LETTER OF AGREEMENT

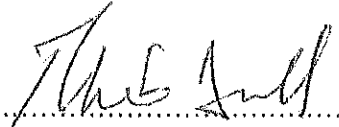
It is agreed that students (excluding Engineering students) shall not be paid more than the lowest paid bargaining unit classification.

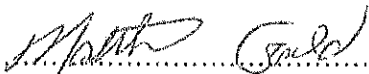
This Letter of Agreement will be signed by both Parties and will be attached to and form part of the current Collective Agreement. This letter comes into force on the date of signing of the Collective Agreement and expires March 31, 2018.


Dated this 1<sup>st</sup> day of October, 2015, A.D., at Amherst, Nova Scotia.

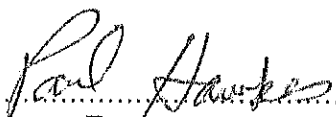
MUNICIPALITY OF THE  
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TOWN OF AMHERST, N.S.

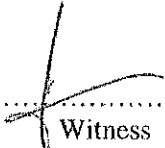
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL No. 1233

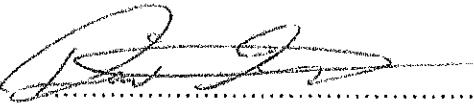
  
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### LETTER OF AGREEMENT

It is agreed the Union has no intention to unionize employees who are Canteen Workers, School Crossing Guards, Building Inspectors, Technical Support Staff, and Recreation Program Instructors. These classifications of employees shall not perform work normally performed by members of the Bargaining Unit.

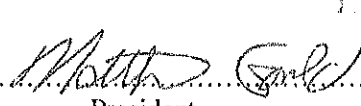
This Letter of Agreement will be signed by both Parties and will be attached to and form part of the current Collective Agreement. This letter comes into force on the date of signing of the Collective Agreement and expires March 31, 2018.

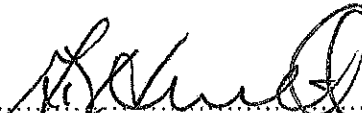
Dated this 1<sup>st</sup> day of October, 2015, A.D., at Amherst, Nova Scotia.

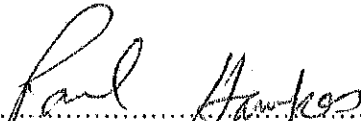
MUNICIPALITY OF THE  
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TOWN OF AMHERST, N.S.


CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL No. 1233

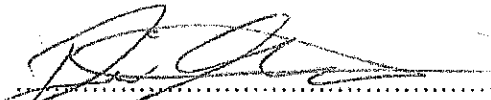
  
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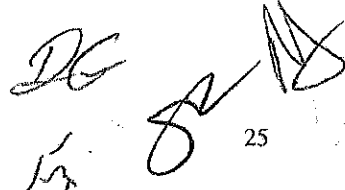
  
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**LETTER OF AGREEMENT**

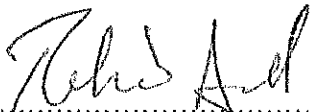
The Parties agree that the changes in Departmental names contained in the new Collective Agreement shall not affect the rights of employees covered by the Collective Agreement.

This Letter of Agreement will be signed by both Parties and will be attached to and form part of the current Collective Agreement. This letter comes into force on the date of signing of the Collective Agreement and expires March 31, 2018.

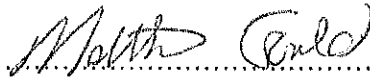
Dated this 1<sup>st</sup> day of October, 2015, A.D., at Amherst, Nova Scotia.

MUNICIPALITY OF THE  
CORPORATION OF THE  
TOWN OF AMHERST, N.S.

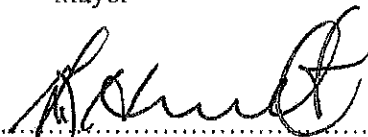
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL No. 1233



Mayor



President



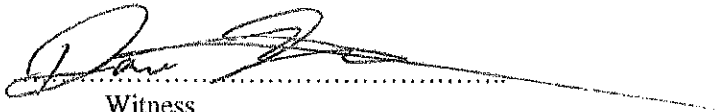
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Treasurer



Witness



Witness



M. L.  
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**LETTER OF AGREEMENT**  
**Pension New Hires**

The Parties agree that all CUPE new hires subsequent to September 11, 2007 shall join the current Defined Contribution Pension Plan as registered in accordance with the Pensions Act of Nova Scotia.

The contribution rate for the plan shall be 6% Employer and 6% Employee.

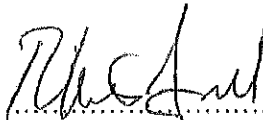
This Letter of Agreement is hereby signed by both Parties and is attached to and forms part of the  
Collective

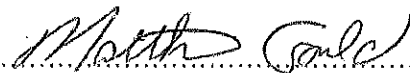
Agreement signed at Amherst, Nova Scotia on 1<sup>st</sup> day of October 2015. This letter comes into force on the date of signing of the Collective Agreement and expires March 31, 2018.

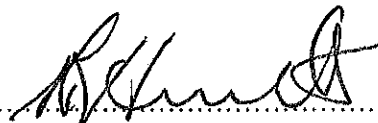
Dated this 1<sup>st</sup> day of October, 2015, A.D., at Amherst, Nova Scotia.

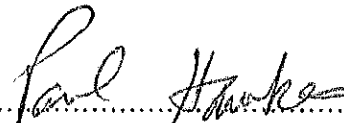
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TOWN OF AMHERST, N.S.


CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL No. 1233

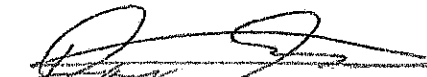
  
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Mayor

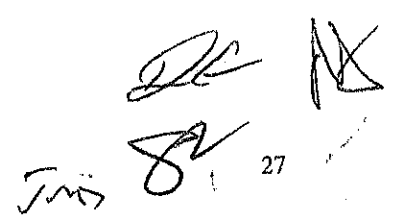
  
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# LETTER OF AGREEMENT

## Night Shift

It is the intention of the employer to reduce overtime for callouts due to routine matters.

During the period between January 1 through March 31 inclusive, the Employer may schedule a regular night shift for Public Works of (two (2) employees) between the hours of 12:00am midnight to 8:00 am.

There shall be a night shift premium of \$1.25 for pre-scheduled night shift hours.

Assignment for night shift duties two (2) persons, shall be given notice at least 48 hours in advance for a one week period. This shift shall be filled on a voluntary basis but is locked in once scheduled.

Duties to include: routine street/sidewalk salting, pothole maintenance, sign maintenance, fire hydrant clearing, catch basin clearing, removal of dead animals, sidewalk plowing, list of routine duties.


On a scheduled night shift where the premium is in effect, if the plow crew are called out – at that time the premium rate ceases and the overtime rate of the employees regular wage is in effect.

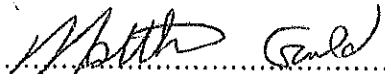
The night shift premium shall also apply to Recreation facilities staff who may be assigned pre-scheduled hours worked between 12:00 am (midnight) to 8:00 am from the period of January 1 through March 31 inclusive.

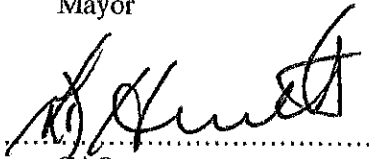
Dated this 1<sup>st</sup> day of October, 2015, A.D., at Amherst, Nova Scotia.

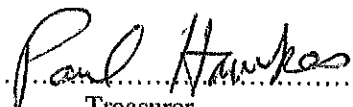
MUNICIPALITY OF THE  
CORPORATION OF THE  
TOWN OF AMHERST, N.S.

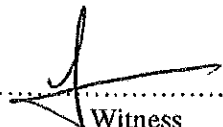
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL No. 1233

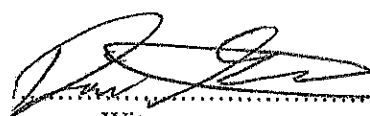
  
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Mayor

  
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President

  
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CAO

  
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Treasurer

  
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Witness

  
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**LETTER OF AGREEMENT  
Pension**

**In the event that an increase in pension contributions is implemented, the union agrees to increase its pension contribution by 1%. In the event that an increase in pension contributions is implemented the employer agrees to increase its contribution by 1%.**

**Contingent upon the implementation of a 1% increase to 7% by both the employer and the union, the employer agrees to a 1% increase in wage rates to offset the employees share of the increased contribution.**

**For clarity, if no increased contributions to the pension plan occur, the additional 1% increase in wages referred to above shall not be implemented.**

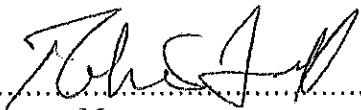
**Any further changes in contribution rates and how they are shared shall be subject to negotiations and agreement between the parties.**

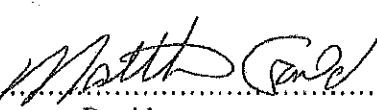
**The process shall be CAO Pension Advisory Committee recommendation, CAO recommendation to Council, Council resolution, and Superintendent of Pensions approval**

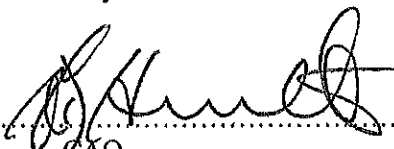
**Dated this 1<sup>st</sup> day of October, 2015, A.D., at Amherst, Nova Scotia.**

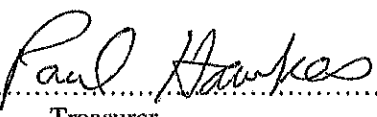
MUNICIPALITY OF THE  
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TOWN OF AMHERST, N.S.

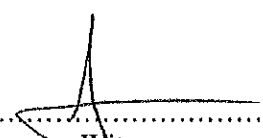
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL No. 1233

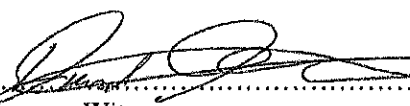
  
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Mayor

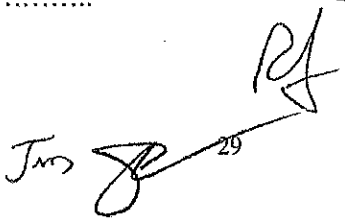
  
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President

  
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CAO

  
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Treasurer

  
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Witness

  
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Witness

  
Jun 29 PJ

