

Collective Agreement

- Between -

TOWN OF PORT HAWKESBURY

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2434**

April 1, 2014 – March 31, 2017

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THIS AGREEMENT MADE THIS 17th DAY OF NOVEMBER, 2014, A.D.

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2434
Hereinafter referred to as the "Union",

Party of the First Part

AND:

TOWN OF PORT HAWKESBURY, Nova Scotia,
Hereinafter referred to as the "Employer",

Party of the Second Part

ARTICLE 1 - PREAMBLE

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

1. To maintain and approve harmonious relations between the Employer and the Union;
2. To promote cooperation and understanding between the Employer and its staff;
3. To recognize the mutual value of joint discussions in matters such as working conditions, employment and service;
4. To encourage efficiency in operations;
5. To promote the morale, well-being and security of all the employees in the bargaining unit.

THEREFORE, the Parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges the exclusive right of the Employer to operate and manage the Town of Port Hawkesbury and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;

- (b) hire, layoff consistent with other terms of this Agreement, promote, demote, classify, transfer, suspend and rehire employees and to discipline or discharge any employee for just cause.

2.02 The Employer agrees that management rights shall not be used in a discriminatory manner and any disciplinary measures shall only be taken for just cause.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, Local 2434 as the sole collective bargaining agent for a bargaining unit consisting of all full-time and regular part-time employees, including casuals who meet the requirements of Article 5.01, of the Town of Port Hawkesbury, Department of Engineering and Works, Port Hawkesbury, Nova Scotia, employed as labourers and operators, but excluding those persons excluded by Paragraphs (a) and (b) of Subsection (2) of Section 1 of the Trade Union Act.

3.02 Work of the Bargaining Unit

Work of individual employees in the bargaining unit shall not normally be performed by persons not in the bargaining unit.

3.03 No Other Agreement

No employee shall be required or permitted to make a written or verbal agreement which conflicts with the terms of this Agreement. However, the Employer and employee(s) affected may agree on modification or working conditions.

ARTICLE 4 – NO DISCRIMINATION

4.01 No Discrimination

Pursuant to the Nova Scotia Human Rights Act, the Employer and the Union agree that there shall be no discrimination with respect to Employees covered by this Collective Agreement by reason of age, race, religion, creed, colour, ethnic or national origin, sex, sexual orientation, political affiliation or activity, marital status, physical or mental disability (unless there is a bona fide occupational qualification), nor by reason of membership or activity in the Union.

4.02 Discharge, Suspension and Discipline

Should the Employer take disciplinary action against an employee who has completed the probationary period, the employee shall be notified in writing of the action and the Union shall be copied. Such notice will contain the reasons for the

disciplinary action.

4.03 Employees File

Entries of a detrimental nature will only be maintained in an employee's file with notice to the employee and the employee's reply to such an item also be maintained. Such entries shall not be used against an employee in any disciplinary matter after a period of twenty-four (24) months has elapsed from the date of entry, provided that such employee is not suspended for the same offense in that trial.

4.04 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his work within (10) days of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed such expression of dissatisfaction shall not become part of his record for use against him at any time. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to his work. The employee's reply to such a complaint, accusation or expression of dissatisfaction shall become part of his record.

ARTICLE 5 – UNION SECURITY

5.01 All Employees to be Members

After thirty (30) working days of commencement of employment all employees shall, as a condition of employment, make application to become a member of the Union if they are not already a member of the Union, and all such employees shall remain members of the Union as a condition of employment, and shall pay the periodic dues and initiation fees uniformly required to be paid by all Union members. Cards authorizing the deduction of initiation fees and Union dues shall be provided by the Union to the Chief Administrative Officer and/or made available by the Union Secretary.

ARTICLE 6- CHECK-OFF OF UNION DUES

6.01 Dues Authorization

The Employer shall deduct from every employee in the bargaining unit the amount of regular monthly dues uniformly payable by all members of the Union upon receipt of a signed authorization. The signing of such authorization and the deduction of such Union dues are conditions of employment.

6.02 Deductions

The deduction of Union dues and/or initiation fees shall be made from the payroll of each employee and forwarded to the Secretary-Treasurer of the Union on a monthly basis along with a list of the names, addresses, **current telephone number(s)** and

classifications of employees from whose wages the deductions have been made.

The deduction of dues shall be made weekly and such dues shall be remitted within the first seven days of the following month.

6.03 Dues Receipts

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.

ARTICLE 7 – COPIES OF AGREEMENT

7.01 The Employer agrees that new employees shall be introduced to a Union official who will supply the employee with a copy of this Agreement.

ARTICLE 8 – CORRESPONDENCE

8.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Office of the Chief Administrative Officer and the Secretary of the Union.

ARTICLE 9 – LABOUR-MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Labour-Management Committee shall be established of two representatives of the Union and two representatives of the Employer. The Committee shall concern itself with improving the relationship between the Employer and employees (but not grievances).

ARTICLE 10 – LABOUR-MANAGEMENT COLLECTIVE BARGAINING

10.01 Representative

Negotiations shall only take place with properly authorized representatives of the Union and of the Employer.

10.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and shall consist of not more than two (2) members of the Union. The Union will advise the Employer of the names of such members. The Employer Bargaining Committee shall consist of not more than two (2) members as well.

10.03 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing with or negotiating with the Employer. Such individual(s) may visit the work location(s) of employees in the unit provided there is no interference with any operations. Such visit shall be to investigate and assist in the settlement of a grievance. The representative shall request permission prior to any such visit and permission shall not be unreasonably denied.

10.04 Time Off For Negotiating/Conciliation Meetings

The Employer agrees that the two (2) employees in committee shall have the right to attend meetings held within working hours. Such shall suffer no loss of remuneration or benefit for attendance at such meetings.

ARTICLE 11 – RESOLUTIONS AND REPORTS OF THE EMPLOYER

11.01 Copies of Resolutions

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Town Council which affect the members of this Union are to:

1. be forwarded to the Union; and
2. be posted on the bulletin board.

11.02 Direction of Work Force

Employees shall be directed only through staff employees of the Town authorized by the Employer.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 Union Steward

The Union shall notify the Employer in writing of the name of its Steward. In the absence of the Steward, the President of the Local has the right to act as Chief Shop Steward in any grievance situation. Such Steward may assist any employee which the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

12.02 Permission to Leave Work

It is agreed that grievances should be serviced as soon as possible and that if it is necessary to service a grievance during working hours then the Steward shall be permitted reasonable time for that purpose. The Steward is employed to perform full-time work for the Employer, and he/she will not leave his/her work during working hours without giving an explanation for leaving and obtaining the Supervisor's permission. Such permission will not be unreasonably withheld and the Steward shall report back to the Supervisor before resuming normal duties.

12.03 Definition of a Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. Any such grievance proceedings must be initiated within fifteen working days of the occurrence of the event giving rise to the grievance, and if such grievance proceeding is not initiated within this period then the grievance shall be considered resolved and shall not be processed.

12.04 Settling of Grievances

Informal - An employee who feels that he/she has a grievance shall first discuss the matter with the immediate Supervisor within two working days. The Steward may be present if desired by the employee. If the dispute cannot be settled by this informal procedure, it shall then be deemed to be a "grievance" and the Supervisor so notified.

- STEP 1** If the Steward considers the grievance to be justified, he/she will first seek to settle the dispute with the Employer's Supervisor. The Supervisor will respond within two working days.
- STEP 2** Failing satisfactory settlement within ten (10) working days after the grievance was submitted under Step 1, the Steward will within ten (10) additional working days, submit the grievance in writing to the Chief Administrative Officer. Such written grievance shall include particulars of the grievance and the redress sought.
- STEP 3** A meeting shall be held to be attended by the authorized Union representative(s) and the Chief Administrative Officer and/or other representatives of the Employer, in an earnest effort to settle the grievance. The Chief Administrative Officer shall render a written decision within ten (10) working days after receipt of the written grievance.
- STEP 4** If the grievance has not been settled under Step 3, the matter may be submitted to Arbitration, provided that written notice is provided within ten (10) working days of the date of the written decision set out in Step 3.

12.05 Union Grievance

The Union shall have the right to originate a grievance and in such case, the grievance shall be initiated in writing as per Step 3 herein.

12.06 Mutually Agreed Changes

Written amendments to the Collective Agreement shall form part of the Agreement and are, therefore, subject to the grievance and arbitration procedure.

12.07 Time Limits

The time limits set out herein may be extended by mutual written agreement for reasonable and viable reasons.

12.08 Technical Objection to Grievance

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

ARTICLE 13 - ARBITRATION

13.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration the request shall be made by registered mail, addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within seven (7) working days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two appointees shall then select an impartial chairperson.

13.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

13.03 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to both parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision as soon as is reasonably possible.

13.04 Decision of the Board

Decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson of the Board shall be final and binding upon the parties. The Board shall not have the power to change, alter, modify or amend any provisions of the Agreement. However, the Board shall have the power to substitute for a discharge or discipline any other penalty that seems just and reasonable in the circumstances.

13.05 Clarification of Decision

Should the parties be unable to agree as to the meaning of the Board's decision, then either party may apply to the Chairperson of the Board for clarification by the Board. Such clarification shall be promptly rendered by the Board to the parties.

13.06 Expenses of the Board

Each Party shall pay:

- (i) the fees and expenses of the nominee it appoints;
- (ii) an equal share of the fees and expenses of the chairperson.

13.07 Amending of Time Limits

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

13.08 Sole Arbitrator

A sole Arbitrator may be used if mutually agreed in writing.

ARTICLE 14 - SENIORITY

14.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to certification of the Union. Seniority shall be a factor to be considered in promotions, transfers, demotions, layoffs, permanent work force reductions and recall. Seniority shall operate on a bargaining-unit-wide basis.

14.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

14.03 Probation for Newly-Hired Employees

A newly-hired employee shall be employed on a probationary basis for a period of up to one hundred (100) working days from the date of commencement of employment. At any time during the probationary period, the employee will have no seniority rights. The dismissal of a probationary employee may be the subject of a grievance, however, the parties agree that the reason for such dismissal shall be deemed to be for just cause unless a grievance has been filed alleging discrimination in violation of Article 4. Should the employment of a probationary employee be terminated, then a Notice of Termination shall be given to the individual or posted by registered mail to the last address on file, within and prior to the end of the probationary period. After completion of the probationary period, seniority shall be effective from the original date of employment. The rate of pay as a probationary employee will be 90% of the classification for which they were hired.

14.04 Loss of Seniority

Seniority shall be forfeited for any of the following reasons:

- (a) the employee is discharged for just cause and not reinstated;
- (b) the employee resigns and leaves the service of the Employer provided, that if the employee reconsiders and withdraws a verbal resignation within forty-eight (48) hours, the seniority will not be forfeited. Retention of seniority and employment, in such case, shall only apply once for each employee;
- (c) the employee is suspended for just cause, in which event the loss of seniority shall be for the period of suspension;
- (d) failing to return to work after having been notified by the Employer by personal written delivery or registered mail, that employment is available, unless through sickness up to six (6) months or other just cause;
- (e) permanent employees shall not lose seniority for two (2) years. All other employees who attain union status shall not lose seniority for one (1) year.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on bulletin boards for a minimum of one (1) week. In addition, the Employer will post any internal job postings.

15.02 Information in Postings

Such notice shall contain the nature of the position, the qualifications required including knowledge, education and skills, shift, hours of work, and wage or salary rate or range.

15.03 Outside Advertising

Outside advertising for vacancies shall not commence until the notice set in 15.01 has been posted for a minimum of one (1) week.

15.04 Promotions, Transfers and Staff Changes

In selecting an individual to fill any position, the applicant's skills, abilities, knowledge and other qualifications shall be considered objectively with a view to determining the potential of the applicant to perform the job effectively and, where applicants are considered reasonably equal in this respect, seniority shall govern.

15.05 Trial Period

When an employee is the successful applicant, such employee shall be promoted on a trial basis of up to one hundred (100) working days. If such individual proves unsatisfactory during the trial period, then he or she shall be returned to his/her former position, wage or salary rate, without loss of seniority.

15.06 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy.

15.07 Notification

After the successful applicant has been advised of the promotion, transfer or hiring, other applicants shall be advised by mail that the position has been filled. The name of the successful applicant shall be posted on bulletin boards.

15.08 Training Courses

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

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

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

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

Travel time spent to and from the location of the training course will be at the normal rate of pay applicable at the time the course is being provided.

Time spent in taking courses or training will be paid at straight time.

When courses/training are provided and an employee is required to travel, the expenses will be covered as provided under the General Statement of Policy-Travel Expense Claim for the Town of Port Hawkesbury. A copy of same will be provided to the employee(s).

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Role of Seniority in Lay-offs

In the event of a lay-off within a classification, employee(s) with the least seniority shall be laid off first.

16.02 Recall Procedure

Employees shall be recalled in the order of their seniority provided they are qualified to perform the work of the position they are being recalled to.

16.03 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall in the respective classification from which they have been laid off.

16.04 Advance Notice of Layoff

The Employer shall notify employees who are to be laid off, ten (10) working days prior to the effective date of the layoff. If the employee has not had the opportunity to work the days as provided in this article, he shall be paid for the days for which work was not made available.

16.05 Bumping

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

ARTICLE 17 - HOURS OF WORK

17.01 Hours of Work

The normal hours of work will be eight (8) hours per day, forty (40) hours per week, Monday to Friday, between the hours of 6:00 A.M. to 5:00 P.M. Employees will be entitled to a fifteen (15) minute paid break in the morning, a thirty (30) minute non-paid break at noon, and a fifteen (15) minute paid break in the afternoon.

17.02 Shift Work

The Employer may establish shift work if required, provided, however, that shift work shall be scheduled for a minimum of three (3) consecutive days and one (1) week notice in advance shall be given to employees affected. No shift work shall be implemented without prior consultation and discussion with the Union. Disagreement may result in arbitration of the matter.

ARTICLE 18 - OVERTIME

18.01 Overtime Defined

- (a) Time worked in excess of eight (8) hours in any normal work day shall be considered as overtime and shall be paid at the rate of time and one-half for all hours worked in excess of the normal work day.
- (b) Callout time shall be divided equally among employees who are willing and qualified to perform the available work.

18.02 Overtime Rate of Pay

Overtime at the rate of time and one-half (1-1/2) the regular rate shall be paid for all overtime and for all hours worked on Saturday and Sunday. Work performed on Statutory Holidays shall be paid at the rate of double time in addition to Holiday pay.

Overtime calculated as a result of employees working through coffee or lunch breaks will be calculated in one-half (1/2) hour allotments.

18.03 Callout

- (a) A callout occurs outside the regular working hours and when the employee is not present at his place of work. Employees called out to work **in error** before or after the regular working hours and who report shall be paid a minimum of three (3) hours pay at the employee's regular rate whether or not the employee is required to perform duties. In the event the employee is actually required to perform duties, then overtime rates shall apply for the actual time worked, but in any event the minimum amount received shall be three (3) hours pay at the regular rate.
- (b) In overtime situations where there is continuous work at a job site past 4:30 p.m., the senior person shall have the first opportunity to work the job site until the work is completed for that overtime period.
- (c) It is agreed that employees on vacation and sick leave are eligible for overtime.
- (d) The Director of Public Works or in his absence, the relieving foreman/supervisor, shall post each Friday the next week's callout list (the list to be effective from Friday 4:30 p.m. on the date of posting to the following Friday 8:00 a.m.).
- (e) In the event there are no willing employees available, the Employer may require the least senior qualified employee(s) to work the necessary overtime provided the employee(e) is physically able to perform the required work.

18.04 Weekly Stand-by Duty

Stand-by duty will be in effect from the 1st day of December to the 31st day of March - a period of four (4) months.

As a condition of employment, all employees required to do stand-by duty shall have a telephone in their residence with the number on file with the Employer. The person scheduled for stand-by shall possess a valid, Class 3 Driver's License. A pager system will be provided to employees assigned Weekly Stand-By Duty.

Employees scheduled for stand-by duty will be permitted to exchange stand-by time with each other, but the responsibility to find a replacement is theirs. All such exchange of duty shall be reported to and approved by the Supervisor of Works.

Employees approved for Weekly Stand-By Duty shall include:

- (A) Jim Dorton (C) Paul MacNeil (E) Bud Williams
(B) John Reynolds (D) Mike Davenport

A Stand-by schedule shall be posted at least three days prior to the end of each calendar month designating employees detailed for stand-by duty during the succeeding month. All qualified employees will share stand-by time on a revolving basis. Employees assigned to Weekly Stand-By Duty will be compensated by payment of the equivalent of nine (9) hours times their regular hourly pay rate for each week of Weekly Stand-By Duty.

Article 18.03 above shall apply to those employees assigned under this clause.

18.05 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed to by the employee and the employer. The parties agree that employees shall have a banking entitlement of ten (10) days. The Employer agrees that time off can be taken in increments of single shifts under the same conditions outlined above and must be taken by March 31st.

18.06 Meal Allowance

Employees required to work more than one (1) hour of overtime continuous with the regular eight (8) hour shift shall receive a meal allowance of up to seventeen dollars (\$17.00), and after five (5) hours an additional meal allowance of up to \$17.00. Employees performing overtime on Saturdays, Sundays and Holidays shall receive a meal allowance of up to seventeen dollars (\$17.00) after five (5) hours and another meal allowance of up to seventeen dollars (\$17.00) for each subsequent five (5) hour period. Meal allowances shall be paid via Town purchase orders for meals up to \$17.00 or employees may choose to receive a cash payment of \$17.00 in lieu of a meal which will be paid by separate cheque on payday.

ARTICLE 19 - STATUTORY HOLIDAYS

19.01 All employees covered by this Agreement shall be entitled to the following Statutory Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
1st Monday in August	Boxing Day
Easter Monday	1/2 Day Christmas Eve
1/2 Day New Year's Eve	

and any day proclaimed as a general holiday by the Federal or Provincial Governments or the Municipality of the Town of Port Hawkesbury.

A schedule of Holidays shall be appended to the Agreement covering the duration of the Agreement.

ARTICLE 20 - VACATIONS

20.01 Length of Vacations

Employees shall be entitled to vacation with pay each calendar year in accordance with credited service as follows:

Less than one (1) year	Pro-rated
After one (1) year	Two (2) Weeks
After two (2) years	Three (3) Weeks
After eight (8) years	Four (4) Weeks
After fifteen (15) years	Five (5) Weeks
After twenty-four (24) years	Six (6) Weeks

One (1) operator and one (1) labourer may be on vacation at the same time, if operational requirements permit.

20.02 Holiday during Vacation Period

Should a paid holiday be observed during a Vacation period, the employee shall be granted an additional days vacation for each such Holiday.

20.03 Anniversary Date

The amount of vacation an employee received in each calendar year shall be in accordance with his/her entitlement on his/her anniversary date in that calendar year (as determined and effective on January 01 of each year).

Employees may be entitled to carry over into a following year one (1) week's vacation, if written notice is given before the commencement of the following year. This carry over must be taken within the first three (3) months of the following year.

Vacations are to be scheduled by April 30th.

ARTICLE 21 - SICK LEAVE DEFINED

21.01 (a) Sick Leave Defined

Sick Leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which Worker's Compensation is not payable. It is clearly understood that sick leave only applies to bona fide sickness, disability or accident.

(b) Workers' Compensation and Sick Leave

The Employer agrees to pay the gross pay of each employee while on W.C.B. by use of the sick leave provisions. Top-up will be paid by deducting from the employee's sick leave bank the allowable amount as per the Workers' Compensation Act.

21.02 Sick Leave Accumulation

Sick leave shall be granted at the rate of one and one-half (1-1/2) days per month of employment and the unused portion of sick leave shall accrue for future sick leave benefits to a maximum of one hundred and eighty (180) days. Any sick time credits used after the maximum has been reached will be replenished at the rate of one and one-half (1 1/2) days per month.

21.03 Sick Leave Records

A record of all unused sick leave will be kept by the Employer. An employee is to be advised once a year, upon application, of the amount of sick leave accrued.

21.04 (a) Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of two (2) working days, certifying that he was unable to carry out his duties due to illness.

(b) Proof of Illness for Injury or Protracted Illness

Following an injury or protracted illness, in excess of seven (7) working days, an employee may be required to produce a certificate from a medical practitioner, certifying that he is now able to carry out his duties.

(c) Abuse

In cases of suspected abuse, the Employer reserves the right to request a

medical certificate for any period of sickness.

21.05 Absence to be Reported

In the case of an employee who is absent due to illness, the employee shall notify the Employer prior to the start of the shift by means of a call to the on-call phone. In the case of an unjustified failure to call in notification of sick leave, an employee may not be entitled to sick pay for that day.

ARTICLE 22 - BEREAVEMENT LEAVE

22.01 Entitlement for Immediate Family

If a death occurs in the immediate family of an employee when said employee is at work, then said employee shall be granted bereavement leave with pay for the remainder of the shift for that day.

If a death in the immediate family of an employee occurs, said employees shall be granted five (5) working days leave, effective midnight following the death. Scheduled work days to be with pay.

Immediate family consists of: Father, Mother, Step-Parents, Brother, Sister, Brother-in-Law, Sister-in-Law, Spouse, Children, Common-Law Spouse, and Step-Children, Mother-in-Law, Father-in-Law, Grandparents, and Grandchildren.

One (1) day bereavement leave with pay will be granted in the event of the death of an Aunt, Uncle, Niece, and Nephew.

22.03 Employee(s) Requested to be Pallbearers

Employees requested to be pallbearers at a funeral will be given one (1) day of the funeral with pay.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Union Business

The Employer shall grant leave of absence without pay to not more than two employees who have been elected as accredited delegates of the Union to attend not more than two Union Conventions without loss of seniority, provided that this shall not interfere with the efficient operations of the Employer and such time off shall not be unreasonably withheld.

23.02 Maternity Leave

Maternity Leave shall be provided consistent with the provisions of the Labour Standards Code.

23.03 Adoption and Paternity Leave

Adoption and Paternity Leave shall be provided consistent with the provisions of the Labour Standards Code for Maternity Leave in respect to the amount of time allowed.

23.04 Return from Maternity, Adoption or Paternity Leave

The employee may return to duty after a minimum of two (2) weeks' notice of their intention and shall be returned to their former position without loss of seniority or benefits for such absence.

23.05 Paid Jury or Court Witness Duty Leave

The Employer shall grant paid leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The employee will present proof of service. Time spent by an employee required to serve as a court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

23.06 Substitution of Paid Leaves

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

23.07 Family Emergency Leave

Employees will be allowed to take up to three (3) days when needed to attend to immediate family members who require their assistance. Any such time taken will be deducted from the Employee's accumulated sick leave credits.

If an Employee requires additional time because of extenuating circumstances, their case will be evaluated on an individual basis.

Application for such leave shall be made in advance where circumstance permits.

ARTICLE 24 - PAYMENT OF WAGES

24.01 The Employer shall pay salaries and wages in accordance with Appendix "A" attached hereto and forming part of this Agreement.

ARTICLE 25 - NEW CLASSIFICATIONS

25.01 Existing Classifications

Existing classifications shall not be eliminated without prior consultation with the Union, during the life of this Agreement.

25.02 Classifications Not Covered in Appendix "A"

When any classifications not covered by Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The Employer may set a rate for the probationary period after which negotiations will take place with the Union when the Employee is permanent under the terms of this agreement.

25.03 Pay on Temporary, Higher-Rated Job

When an employee temporarily relieves in or performs the principle duties of higher-paying position at a flat rate of pay, he shall receive the rate for the job. When an employee temporarily relieves in, or performs the principle duties of a higher paying position for which a salary range has been established, he shall receive the base rate for that classification. If an employee temporarily relieves in or performs the principle duties of a lower-paying position, then he shall receive his regular rate of pay and not that of the lower-paid position.

25.04 Joint Committee on Job Descriptions

The Employer and the Union are in agreement with forming a joint committee to develop job descriptions for classifications in the bargaining unit. The committee will be comprised of two (2) members from the Union and (2) two members appointed by the Employer. Time spent on the committee will be considered paid time at regular rate of pay and when possible scheduled during regular working hours. Once mutual agreement has been reached on the job descriptions, there shall be no changes made unless mutual agreement is reached.

ARTICLE 26 - PRESENT CONDITIONS

26.01 (a) Medical and Insurance Benefits

The existing Medical and Insurance Plans shall not be eliminated or changed unless mutually agreed upon by the parties. The Employer shall pay sixty percent (60%) of the cost of premiums for the Plan and the employees shall pay forty percent (40%) of the cost of premiums for the Plan.

(b) Pension Plan

The existing Pension Plan shall not be eliminated or changed unless mutually agreed upon by the parties. The **current** contribution rate for the Pension Plan is six percent (6%) Employee and six percent (6%) Employer based on the gross annual wages of the employee including overtime.

The contribution rate for the Pension Plan will increase as follows:

- **April 1, 2014 – Increase by 1% to 7% Employee and 7% Employer**
- **April 1, 2015 – Increase by 1% to 8% Employee and 8% Employer**
- **April 1, 2016 – Increase by 1% to 9% Employee and 9% Employer**

The Employer will form a joint committee to look at the Plan in view of assuring its effectiveness and possibilities of making improvements. There is a commitment to include a member of the bargaining unit.

(c) Dental, Medical and Emergency Appointments

Time off with pay for dental, medical and medical personal appointments shall be granted upon reasonable notice and with permission of the Employer. Such permission shall not unreasonably be denied and shall be deducted from sick leave credits.

26.02 Clothing Allowance

- (a) It is agreed that the Employer will provide an annual clothing allowance of One Hundred and Twenty-Five dollars (\$125.00) to be payable by August 1st of each year.
- (b) Employees will be provided with three (3) pairs of coveralls by April 1st of each year and two (2) pairs of insulated coveralls on October 15th every two (2) years.
- (c) The Employer agrees to provide by December 15th of each year for the safety of each employee, one (1) pair of Gortex waterproof, steel-toe safety boots.
- (d) The Employer agrees to provide rubber boots (Viking Brand or equivalent) when needed.
- (e) The Employer agrees to reimburse up to three hundred dollars (\$300.00) for prescription safety glasses as needed and replacement of same when damaged at work or the prescription changes.

Casual Employees are not entitled to the benefits of this clause. In the alternative, Casual Employees shall be provided with necessary personal protective equipment (PPE).

ARTICLE 27 - JOB SECURITY

27.01 The Employer agrees that work or services being performed by the employees in the bargaining unit will not be affected as a result of contracting out so as to effect a layoff, dismissal, or loss of earnings through reclassification.

ARTICLE 28 - NO STRIKE / NO LOCKOUT

28.01 The Union agrees that there will be no strike or other interference with operations of the Employer during the term of this Agreement. The Employer agrees that it shall not cause or engage in any lockout of employees covered by this Agreement. These provisions shall apply while negotiations are underway for a renewal of the Agreement until such time as either a new Agreement is concluded or a legal strike or lockout takes place in accordance with the provisions of the Trade Union Act.

Prior to the commencement of a legal strike or lockout, the parties will agree upon essential services to be maintained.

ARTICLE 29 - SAFETY AND HEALTH

- 29.01 (a) The Employer and the Union 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 agrees to abide by the Nova Scotia Occupational Health and Safety Act and Regulations as well as all other applicable Federal or Municipal legislation.
- (b) 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 one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Any representative appointed or selected in accordance with (b) hereto shall serve a term of one (1) calendar year from date of appointment which may be renewed for further periods of one (1) 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.
- (d) An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, unless a Doctor states that the employee is fit for further work on that shift.
- (e) 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.

29.02 Alcohol / Drugs

Without detracting from the existing rights and obligations of the parties in other provisions of this Agreement, the Employer and the Union agree to co-operate in

encouraging employees afflicted with alcoholism or drugs to undergo a co-ordinated program directed to the objective of their rehabilitation.

Explanatory Note

The purpose of this clause is that if an employee afflicted with alcoholism or drugs will consent to take an agreed recommended program directed to his/her rehabilitation, his/her employment will not be in jeopardy during this period. A re-occurrence by the employee will result in his/her immediate dismissal.

ARTICLE 30 - CHANGES IN AGREEMENT

30.01 Effective Date

This Agreement shall be binding and remain in effect from **April 1, 2014 to March 31, 2017**, and shall continue from year to year thereafter unless either party gives as much notice as possible to the other party within sixty (60) days of the expiry date of the Agreement that it desires to amend this Agreement.

30.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement between the Employer and the Union at any time during the existence of this Agreement. Any changes made under this article will be reflected in the form of a Memorandum of Agreement and signed off by both parties.

30.03 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in affect. If any law, now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may re-open the pertinent parts of the Agreement for negotiation.

30.04 Agreement to Continue in Force

Both parties shall adhere to the terms of this Agreement during the collective bargaining. If negotiations extend beyond the termination of the agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

ARTICLE 31 - RETROACTIVE PAY FOR TERMINATED EMPLOYEES

31.01 An employee who has severed his employment between the termination date of this Agreement and the effective date of the new agreement shall receive the full retroactivity of any increase in wages, salaries or other prerequisites.

31.02 Employees shall be provided with no less notice, or pay in lieu of said notice, than


that provided for by Labour Standards.

DATED AT THE TOWN OF PORT HAWKESBURY, NOVA SCOTIA, THIS 17th DAY
OF NOVEMBER, A.D. 2014.

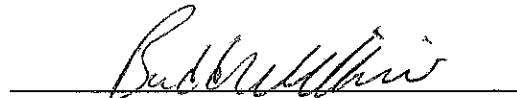
SIGNED ON BEHALF OF:

TOWN OF PORT HAWKESBURY

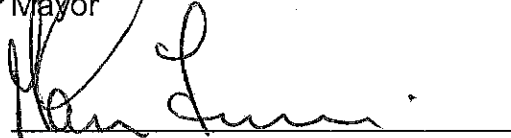
**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2434**



Mayor



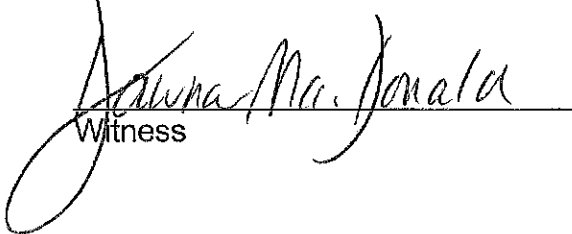
President



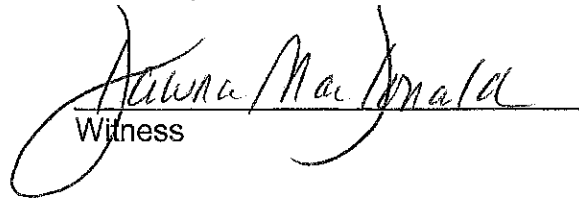
Chief Administrative Officer



Secretary



Witness



Witness

APPENDIX "A"

	Current	Effective April 1, 2014 (1.5% increase)	Effective April 1, 2015 (1.5% increase)	Effective April 1, 2016 (1.5% increase)
Operator	23.43	23.78	24.14	24.50
Back-Up Operator (Level 1)*	22.72	23.06	23.41	23.76
Labourer/Utility (Level 1)*	21.97	22.30	22.63	22.97
Lead Hand (Level 2)*	24.72	25.09	25.47	25.85
Relieving Foreman/ Supervisor (Level 2)*	26.16	26.55	26.95	27.35

***Certification applicable to Water Distribution and Wastewater Collection.**

Retroactivity shall be paid on wages and overtime effective **April 1, 2014**.

Certification: Employees shall receive \$0.25 per hour above the rates for Level I & Level II Certificates in Water and Wastewater to total \$1.00 per hour for both Certificates in Level I & Level II. The Employer will pay for the costs of obtaining and maintaining certificates. Operator in training does not qualify as a certificate level. All future hires will be required to train for Level I certificates as a condition of employment and will be paid a probationary rate of 90% the rate for their appointed classification, until the completion of their probationary period under Article 14.03.

Relieving Foreman/Supervisor rate increased as per Collective Agreement. At set rate above, the Lead Hand, when assigned to fill in during a leave of absence, will remain a member of the bargaining unit subject to the conditions of service set out and will not be eligible for any of the permanent employment conditions of the Supervisor.

LETTER OF UNDERSTANDING

Between: **TOWN OF PORT HAWKESBURY**

And: **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2434**

RE: USE OF GRANT WORKERS

The Union and the Employer recognizes the benefit to the Town of the use of Grant Workers and of the assistance such grants give to the individuals who participate on these grants.

The Union and the Employer agree that in the following areas of assignment there is agreement that Grant Workers can be assigned:

- (1) Cutting and Mowing Grass
- (2) Sweeping Curbs
- (3) Cutting Sodds off Sidewalks
- (4) Painting
- (5) Garbage pickup and Clean up of Rubbish
- (6) Building Maintenance, i.e. washing and cleaning

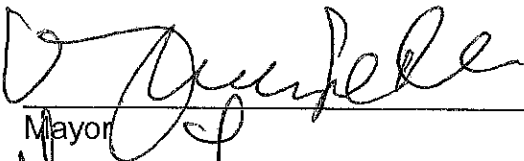
Additional areas for work by Grant Workers will be by mutual agreement between the parties.

DATED THIS 17th DAY OF NOVEMBER, 2014.

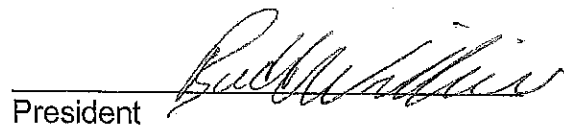
SIGNED ON BEHALF OF:

TOWN OF PORT HAWKESBURY

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2434**



Mayor



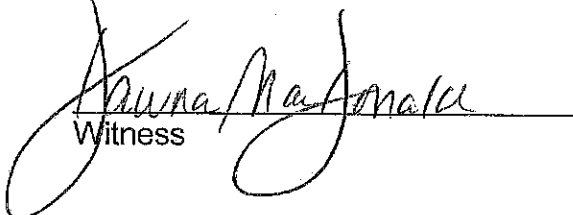
President



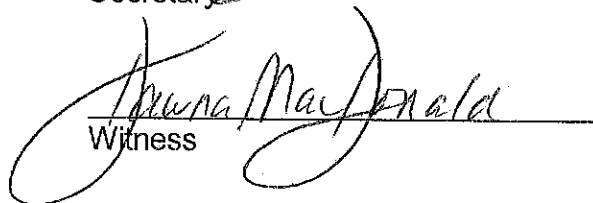
Chief Administrative Officer



Secretary



Witness



Witness

LETTER OF UNDERSTANDING

Between: **TOWN OF PORT HAWKESBURY**

And: **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2434**

RE: **DENTAL PLAN**

The parties agree that the Employer will be investigating the possibility of providing a Dental Plan for Employees of the Town.

Once the Dental Plan is established, the parties agree that it will be cost-shared on a sixty percent (60%) Employer contribution and a forty percent (40%) Employee contribution.


The Employer agrees to keep the Union updated on the progress of this initiative.

DATED THIS 17th DAY OF NOVEMBER, 2014.

SIGNED ON BEHALF OF:

TOWN OF PORT HAWKESBURY

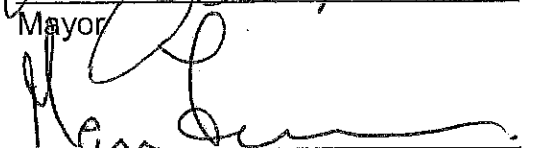
**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2434**



Mayor



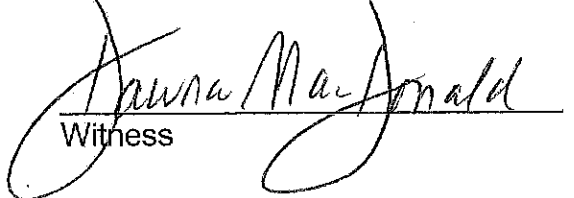
President



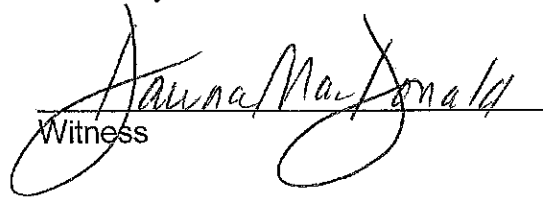
Chief Administrative Officer



Secretary



Witness



Witness

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LETTER OF UNDERSTANDING

Between: TOWN OF PORT HAWKESBURY

And: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2434

RE: SHARING OF OVERTIME – VACATION LEAVE

The Union and the Employer recognizes the intent of the agreement that overtime and call-back time shall be divided equally among employees who are willing and qualified to perform the available work.

For clarification, in overtime situations where there is continuous work at a job site past 4:30 pm, the senior person shall have the first opportunity to work the said job site until work is completed for that overtime period.

ALSO

For greater clarification, it is agreed that employees on vacation and sick leave are eligible for overtime call out.

AND

For greater certainty the Works Superintendent, or in his absence, the relieving foreman/supervisor shall post each Friday the next week's call out list (the list to be effective from Friday 4:30 pm on the date of posting to the following Friday 8:00 am)

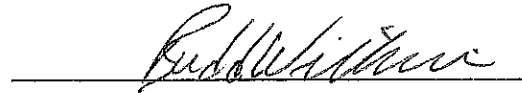
DATED THIS 17th DAY OF NOVEMBER, 2014.

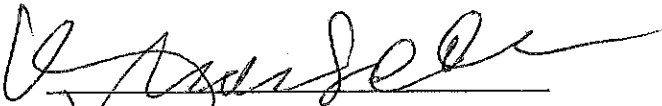
SIGNED ON BEHALF OF:

TOWN OF PORT HAWKESBURY

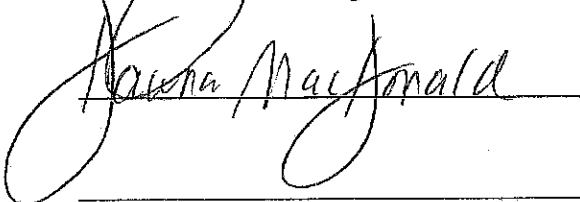
**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2434**

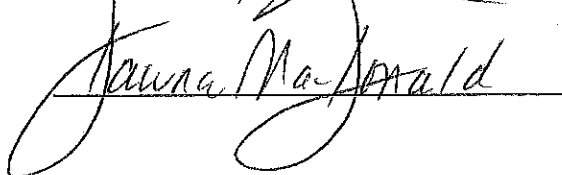












LETTER OF UNDERSTANDING

Between: **Town of Port Hawkesbury**
hereinafter referred to as **'the Employer'**

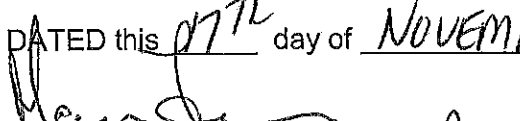
And: **CUPE Local 2434**
hereinafter referred to as **'the Union'**

RE: Jim Dorton – Extension of Temporary Appointment, Director of Public Works

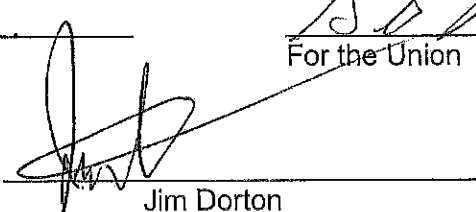
The Employer and the Union have reached a mutual agreement whereby Jim Dorton's temporary appointment as Director of Public Works will be extended with the following conditions:

- 1) Mr. Dorton will have no power to hire, terminate or discipline any member of CUPE Local 2434.
- 2) Mr. Dorton will not be fulfilling the full scope of duties assigned to the Director's position and the Employer acknowledges the duties he is assigned.
- 3) **Mr. Dorton will be given an opportunity to take and pass the test for Level 2 Certification in Water and Waste Water during the next five (5) months of the this Letter of Understanding which expires on March 31, 2015.**
- 4) Mr. Dorton will receive a pro-rated wage increase (retroactive to March 1, 2013 of \$1.75 added to his current rate of \$26.16 per hour equalling \$27.91 per hour.
- 5) Mr. Dorton will be eligible to receive a yearly merit pay of \$3,500.00.
- 6) Mr. Dorton will receive the equivalent of whatever standby pay he would be entitled to during the time frame December 1, 2013 to **March 31, 2015**. He will also be relieved of his obligation to respond to callout (relating only for road salting) for standby during this time frame.
- 7) This extension will expire on March 31, 2015 or, if necessary, with agreement and notice of two (2) weeks anytime during that period.

DATED this 17th day of NOVEMBER, 2014.


For the Employer


For the Union


Jim Dorton

cope491