

ORIGINAL

COLLECTIVE AGREEMENT

between

MUNICIPALITY OF THE COUNTY OF VICTORIA

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2694**



(Effective from April 1, 2014 to March 31, 2018)

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	3
ARTICLE 2 - MANAGEMENT RIGHTS	3
ARTICLE 3 - RECOGNITION AND NEGOTIATIONS	4
ARTICLE 4 - NO DISCRIMINATION	4
ARTICLE 5 - UNION SECURITY	4
ARTICLE 6 - UNION DUES CHECK-OFF	6
ARTICLE 7 - CORRESPONDENCE	6
ARTICLE 8 - LABOUR MANAGEMENT RELATIONS	6
ARTICLE 9 - DISCHARGE, DISCIPLINE AND SUSPENSION	7
ARTICLE 10 - GRIEVANCE PROCEDURE	8
ARTICLE 11 - ARBITRATION	9
ARTICLE 12 - SENIORITY	10
ARTICLE 13 - JOB POSTINGS	11
ARTICLE 14 - LAYOFF AND RECALL	12
ARTICLE 15 - HOURS OF WORK	13
ARTICLE 16 - OVERTIME	14
ARTICLE 17 - STATUTORY HOLIDAYS	14
ARTICLE 18 - VACATIONS	15
ARTICLE 19 - SICK LEAVE	16
ARTICLE 20 - BEREAVEMENT LEAVE	17
ARTICLE 21 - LEAVE OF ABSENCE	18
ARTICLE 22 - PAYMENT OF WAGES	19
ARTICLE 23 - JOB CLASSIFICATIONS	19
ARTICLE 24 - PROTECTIVE CLOTHING & SURVIVAL/FIRST AID KIT ...	20
ARTICLE 25 - EMPLOYEE ASSISTANCE PLAN	20
ARTICLE 26 - MEDICAL COVERAGE AND PENSION PLAN	20
ARTICLE 27 - NO STRIKE	21
ARTICLE 28 - RETIREMENT PENSION AND BENEFIT.....	21
ARTICLE 29 - CONTRACTING OUT LANGUAGE.....	21
ARTICLE 30 - TERM OF AGREEMENT	21
SCHEDULE 'A'.....	23

THIS AGREEMENT effective from April 1, 2014 To March 31, 2018

BETWEEN

THE MUNICIPALITY OF THE COUNTY OF VICTORIA, HEREINAFTER REFERRED TO AS THE EMPLOYER

AND

THE MUNICIPALITY OF THE COUNTY OF VICTORIA EMPLOYEES UNION LOCAL 2694 CHARTERED BY THE CANADIAN UNION OF PUBLIC EMPLOYEES, HEREINAFTER REFERRED TO AS THE "UNION".

ARTICLE 1 - PREAMBLE

1:01 WHEREAS it is the desire of both parties to this agreement:

1. To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, etc.
3. To encourage efficiency in operation.
4. To encourage the morale, well-being and security of all the employees in the Bargaining Unit of the Union.

1:02 AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in agreement.

1:03 NOW THEREFORE the parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

2:01 The Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct the working forces to the Employee, subject to the terms of this agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3:01 BARGAINING UNIT

The Employer recognizes the Canadian Union of Public Employees and its Local 2694 as the sole and exclusive collective bargaining agent for all full time employees, excluding the Chief Administrative Officer, Director of Finance, Director of Public Works, Administrative Assistant to the C.A.O., and those excluded by Paragraphs (a) and (b) of Subsection 2 of Section 1 of the Trade Union Act. Also excluded are grant workers, field placement students, and summer students and casual employees as defined in Article 5.02.

3:02 WORK OF THE BARGAINING UNIT

Persons whose jobs are not in the Bargaining Unit should not work on any jobs which are included in the Bargaining Unit except for purposes of instruction or in the case of an emergency.

3:03 No employees shall be permitted or required to make any written or verbal agreement with the Employer or his representative which may conflict with the terms of the agreement.

ARTICLE 4 - NO DISCRIMINATION

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, creed, color, national origin, political or religious affiliation, sexual orientation, disability or marital status, nor by reason of his membership or activity in the Trade Union.

ARTICLE 5 - UNION SECURITY

5:01 ALL EMPLOYEES TO BE MEMBERS

All employees of the Employer, with the exception of those noted in Article 3:01, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the constitution and By-Laws of the Union. All future full-time and regular part time employees of the Employer shall, as a condition of continuing employment, become and remain members in good standing of the Union after 3 (three) months of continuous employment.

5:02 - DEFINITIONS

1. A Regular Full Tim Employee: is one who been appointed to a full time position and who regularly works the prescribed full time hours as set out in Article 15 and who has completed the probationary period.

2. **Casual Employee:** is an employee who is employed on a casual basis. Casual employees are excluded from the coverage of the collective agreement. Casual employees shall receive benefits as per the Labour Standards Code of Nova Scotia. Casual employees shall not pay union dues.

3. **Term Position:** A term position is a position with a specific start and end date; the duration of which is known in advance to exceed 90 days in a calendar year.

4. (a) **Term Employee:** A term employee means an employee is hired to work in a term position as defined in Article 5:02 (4). Term employees shall be members of the bargaining unit with restricted rights and benefits of the Collective Agreement as follows:

- (i) Sick Leave
- (ii) Bereavement Leave
- (iii) Leave for Jury Duty
- (iv) Holidays
- (v) Vacation
- (vi) Payment of Wages and Allowances

Term employees shall pay union dues after (90) days and accrue benefits on a pro rata basis.

4. (b) **A Term Employee** who becomes a permanent employee shall be credited with seniority back to the last uninterrupted date of hire. Once the term employee is confirmed a permanent employee, the employee shall then be placed on the seniority list.

PROBATION

A newly hired employee shall be on probation as follows:

Regular employees - three (3) worked months.

Hourly Paid Workers - 420 worked hours. (Formula as follows 35 hrs x 12 weeks = 420 hrs)

Upon completion of the probationary period, seniority shall be effective from original date of hire.

ARTICLE 6 - CHECK OF UNION DUES

6:01 CHECK OFF

The Employer shall deduct from every employee in Bargaining Unit any bi-weekly union dues, uniformly required of all members of this Bargaining Unit and levied by the Local and in accordance with its Constitution and Bylaws.

6:02 DEDUCTIONS

Deductions shall be direct remittance on a monthly basis. Deductions are to be sent to CUPE National Union Office, 1375 St. Laurent Boulevard, Ottawa, Ontario, K1G 0Z7 on the 15th of the month by the Employer.

6:03 ACQUAINTING NEW EMPLOYEES

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

On commencing employment, the employee's immediate supervisor shall inform the new employee of the name of the Union Steward or Representative. The Steward or Representative shall provide the employee with a copy of the Collective Agreement.

A representative of the Union shall be given an opportunity to meet with new bargaining unit employees, as part of orientation, for the purpose of acquainting them with the benefits and duties of Union membership. This shall be done without loss of regular pay and up to one-half (½) hour shall be allotted for this.

ARTICLE 7 - CORRESPONDENCE

7:01 CORRESPONDENCE

All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the C.A.O. or designate of the County of Victoria and the Secretary of the Union or their designate.

7:02 COPIES OF MINUTES OF COUNTY COUNCIL

The minutes of the Council will be available on the Web Site

ARTICLE 8 - LABOR MANAGEMENT RELATIONS

8:01 REPRESENTATION

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with a list of its officers. Similarly, the Employer will, when requested, supply the union with a list of its supervisory or other persons with whom the union may be required to transact business.

8:02 THE BARGAINING COMMITTEE

The Bargaining Committee shall be appointed and consist of not more than four (4) representatives of the Employer, as appointees of the Employer, and consist of not

more than four (4) representatives of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

8:03 REPRESENTATIVES OF CANADIAN UNION

The Union shall have the right, at any time, to have the assistance of the representatives of the Canadian Union of Public Employees, when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance; time to be set with C.A.O. of Victoria County or his/her designate and such representatives shall obtain permission of the C.A.O.; such permission shall not be unreasonably withheld.

8:04 REMUNERATION FOR EMPLOYEES ON NEGOTIATING COMMITTEE

Employees serving on the Negotiating Committee shall receive their regular rate of pay not to exceed regular working hours on any given day.

8:05 The Employer shall make available to the Union, on request and with reasonable notice, information or documents relating to CUPE Members employment and required for collective bargaining purposes such as policies, hiring date, and hours of work.

ARTICLE 9 - DISCHARGE, DISCIPLINE AND SUSPENSION

9:01 An employee who has completed the probationary period may be dismissed or disciplined but only for just cause. Prior to the imposition of discipline or discharge an employee shall be given the reason/s in the presence of a shop steward or Union representative. Such employee and the union shall be notified in five days with full disclosure in writing of the reason(s) for such discipline or discharge.

9:02 The employment of an employee may be terminated at any time during the probationary period. The Employer shall not be required at any time to establish just cause in the event of such termination.

9:03 An employee disciplined or discharged **except as defined in 9.02** shall be entitled to file a grievance pursuant to STEP 2 of the grievance procedure. Such grievance shall be filed within ten (10) working days of the date of the discharge or disciplinary action.

9:04 Should the Employer provide any written warning regarding work performance, such warning shall be copied to the Secretary of the Union. The employee's reply to the written warning shall become part of his/her record.

9:05 The record of an employee shall not be used against her/him at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports. Severity of the offence would dictate the 24 months retention of the letter of reprimand.

9:06 Prior to an employee being disciplined by the employer at a meeting, the employee shall be notified so that the employee shall have the right to have a Steward or Union Representative

present. There shall be no undue delay in disciplinary action because of the unavailability of a Steward or Union Representative. The Employer shall not be responsible for any expenses except for regular earnings incurred by the Steward or Union member designated to attend such meeting.

- 9:07** An employee shall have the right to have access to and review his/her personal file at a mutually agreed time. An employee must be notified of any adverse report, and be given an opportunity to reply to any adverse report. Failure to notify an employee will render said adverse report null and void.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10:01** Any employee having a question or complaint shall refer it to his or her immediate supervisor within five (5) working days of becoming aware of the occurrence leading to the question or complaint. The supervisor shall reply to the employee within five (5) working days from the date of submission. A shop steward if available shall be present during any discussion.

- 10:02** In order to provide an orderly and speedy procedure for the settlement of grievances, the employer acknowledges the right of the Union to appoint a Committee or shop steward whose duties shall be to assist any employee which the committee represents, in preparing and presenting a grievance in accordance with the Grievance Procedure.

- 10:03** A grievance under this agreement shall be defined as any difference or dispute between the employer and any employee or employees of the Union, or a case where it is alleged that the Employer acted unjustly.

- 10:04** An earnest effort shall be made to settle grievances fairly and promptly in the following manner.

Step 1 The employee having a grievance shall, with the steward, submit the grievance in writing, including the detailed nature of the grievance to the Department Head within four (4) working days. The Department Head shall reply to the grievance in writing within four (4) working days. At each step of the grievance procedure the griever shall have the right to be present.

Step 2 Failing settlement being reached in Step 1 within five (5) working days the union will submit the written grievance to the Chief Administrative Officer who shall render a decision within seven working days after receipt of such notice.

Step 3 Failing settlement being reached in Step 2 within five (5) working days the union will submit the written grievance for inclusion on the agenda for the next regular meeting of County Council. The Council shall respond within seven (7) days from the date of the regular Council meeting at which it was discussed.

Step 4 It is understood that the parties may submit the dispute to arbitration within ten (10) working days after completion of Step 3.

- 10:05** Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, the Complaint stage and Step 1 of the Article may be by-passed.
- 10:06** The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the employer in the manner provided in the Grievance procedure. Such a grievance shall commence at Step 1.
- 10:07** Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.
- 10:08** Replies to all Grievances stating reasons shall be in writing at all stages except at the complaint stage.
- 10:09** Any mutually agreed changes to this collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.
- 10:10** If either of the parties fails to process a grievance to the next step in the grievance procedure within the time limits specified, the time limits specified may be extended by mutual consent of the parties.
- 10:11** An Arbitrator shall give the parties an opportunity to properly present their case in order to determine the real matter in dispute.

ARTICLE 11 - ARBITRATION

- 11:01** When either party requests that a grievance be submitted to arbitration the request shall be made in writing to the other party. The parties agree that a single arbitrator shall be used from the list following on a rotating basis. Each party shall provide the names of two arbitrators for the rotating list.
- 11:02** The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision as soon as possible from the time the arbitrator is appointed.
- 11:03** The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Arbitration Board shall have the power to modify or set aside any penalty imposed by the Employer relating to the disciplinary measures before them, but shall not have the power to add, subtract or modify any terms of this Agreement.
- 11:04** The parties to the Agreement will pay to the Arbitrator their share of **one-half** each.

If the Arbitrator chosen, charges beyond the Minister's tariff, the Union and Employer will each pay one-half of the expense over and above the amount allowed by the Minister of Labour.

11:05 Preventative Mediation – The parties may agree to waive or extend or suspend all time provisions contained in the grievance procedure with respect to the last step referring to arbitration by agreeing to request a conciliation officer from the Nova Scotia Department of Labour.

Any discussions by the parties or recommendations of the mediator shall be made without prejudice to any further proceedings.

Any recommendations made by the mediator shall not be binding upon either party; and either party shall retain the right to proceed to arbitration failing a satisfactory resolution to the grievance through mediation.

ARTICLE 12 - SENIORITY

12:01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall include service with the employer prior to the certification or recognition of the Union. Seniority shall, together with qualifications and the ability to do the job be used in determining preference or priority for promotions, transfer, demotion, lay-off, permanent reduction of the work force, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.

12:02 Seniority List

The employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, seniority will be determined by placing the names of the employees in a receptacle. The first name drawn shall be the employee deemed to have the most seniority and each employee thereafter shall have their seniority determined by the sequence of the draw. Members of the executive shall be present during the drawing of names. An up-to-date seniority list shall be sent to the Union and posted in January of each year.

12:03 Loss of Seniority

An employee shall not lose seniority rights if absent from work because of accident, lay-off, or leave of absence approved by the Employer. An employee shall only lose his seniority in the event:

1. The employee is discharged for just cause and is not reinstated;
2. The employee resigns with a forty-eight (48) hour grace period.

- 3 The employee was absent from work in excess of two (2) working days without notification to the Employer and/or unless there is just cause.
4. The employee fails to return to work within seven (7) calendar days following a Lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of current address.
5. The employee retires by reason of age or disability;
6. The employee is laid off for a period longer than twelve (12) months;
7. An employee shall not continue to accrue seniority rights if absent from work beyond two years.

ARTICLE 13 - JOB POSITIONS

13:01 When a vacancy occurs inside or outside the bargaining unit or new positions are created, the employer agrees to post the position for a minimum of two (2) weeks unless otherwise mutually agreed upon. **The Employer shall also post these vacancies outside to the General Public.**

13:02 Information on Postings

Notices shall contain the following information - Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Postings shall be posted on bulletin boards, e-mails or faxes for those who request same. Union will send out notification to its members at the work sites.

13:03 Recognition of Seniority

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 seniority, provided that the employee has the qualifications and ability to do the job.

13:04 Method of Making Appointment

Therefore, in making staff changes, transfers or promotions, appointments shall be made to the applicant with the greatest seniority provided the employee has the necessary qualifications, ability, knowledge, education and skills to do the job. If no employee can be found capable of holding this position, it is expressly understood that nothing in this agreement shall bind the employer to appoint a Municipal employee to such position.

13:05 Trial Period

The successful applicant shall be placed on a trial period for three months for a regular employee; for 420 accumulated hours for an hourly paid worker. After a satisfactory completion of the trial period and a job evaluation, the appointment shall become permanent and the employee notified by the employer. If during the trial period the applicant proves unsatisfactory or determines they are unable to perform the duties of the new job classification, they shall return to their former position without loss of seniority and return to the wage or salary consistent with the classification, any other employee transferred because of the rearrangement of positions shall also return to their former position without any loss of seniority and return to the wage or salary of that classification.

13:06 Creation of a New Position

If a position is created during the term of this agreement and a rate of pay is determined, the Employer and the Union shall re-evaluate the job description after one (1) year, paying attention to the scope of the duties and level of responsibility to determine if a higher classification and increase in wage is warranted.

ARTICLE 14 - LAY-OFF AND RECALLS

14:01 LAY-OFF AND RECALLS

- a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority. An employee about to be laid off may bump an employee with less seniority provided that the employee exercising the right has the required qualifications, knowledge, skill, ability and education to perform the work of the employee with less seniority; the right to bump shall include the right to bump up. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work.

14:02 No New Employees

No new employees will be hired until those laid off have been given an opportunity of re-employment provided they have the qualifications, knowledge, skills and, education and ability to perform said job.

14:03 Notice of Layoff

- a) The Employer shall notify employees to be laid off as follows:
- More than three (3) months but less than 2 years – 1 week
 - Between two and five years – 2 weeks
 - Between five and ten years – 4 weeks
 - More than ten years – 8 weeks

Failure to give the employee notice as outlined, the employer will pay the employee of weeks salary in lieu.

14:04 Employee to Notify Employer

Employees shall notify the Employer in writing ten (10) working days before leaving the employ of the Employer.

The employee shall advise the employer of their current address and telephone number for call back from lay off.

ARTICLE 15 - HOURS OF WORK

15:01 Normal Hours of Work

The normal hours of work shall be as follows:

Regular Full Time Employees

Taxation, Recreation/Tourism, Development, Administration and Accounting, **Water Utility Clerk** – 35 hours per week

Building Maintenance - **45 hours** per week

Transfer Station and Enviro - Depot – 40 hours per week

Waste Collection – 40 hours per week

Physical Activity, Heritage/Archives Clerk – 35 hours

Animal Control Officer – as required

15:02 All employees working a full time day shall receive two coffee breaks, one in the morning and one in the afternoon consisting of fifteen minutes each.

15:03 Employees shall be paid for days which they are unable to get to work due to snow storms to a maximum of 3 days for regular employees and pro-rated for hourly paid workers during a fiscal year period. Such time will be deducted from the employee's sick leave. If there are more than 3 storm days and the employees sick leave credits are used up, the employee can use paid personal or vacation days or days without pay. Employees scheduled to work shall be paid for days the Employer closes the work place due to storm.

15:04 If it becomes necessary to change the hours of work, Union and Management agree to negotiate this change.

ARTICLE 16 - OVERTIME

16:01 Regular Employee:

All time worked beyond the normal work day or the normal work week , shall be considered as overtime and paid at the rate of time and one half .

16:01 (a) Call Back – An employee required to return to work (call back), shall be paid a minimum of four (4) hours at double time or have the option of time off. Call back shall apply once during a sixteen (16) hour period.

16:02 An employee shall have the approval of their immediate supervisor or designated official before working overtime.

16:03 **Regular Employees**

Employees who are required to travel on County business shall receive the approved rate that elected officials of the Municipality of the County of Victoria receive. Travel shall be paid to and from all required meetings at the Municipal building, provided an employee lives beyond a 5 mile radius of the Court House.

16.04 **Standby**

An Employee who is designated by the Employer to be on Standby from Friday to Monday, shall receive \$50.00 for the weekend.

ARTICLE 17 - STATUTORY HOLIDAYS

17:01 The following shall be deemed as legal holidays:

New Year's Day	Good Friday
Victoria Day	Easter Monday
Canada Day	Christmas Day
Boxing Day	Labour Day
Remembrance Day	Thanksgiving Day
½ day Christmas Eve	1 st Monday in August
½ day New Year's Eve	Nova Scotia Heritage Day (Falls on 3rd Monday in February)

17:02 Any holiday proclaimed or observed by the Federal or Provincial Governments, the Municipality of the County of Victoria shall be deemed a Holiday.

17:03 In order to qualify for holidays:

A full time employee must have worked their last scheduled day before and after the holiday.

17:04 Employees on Worker's Compensation and unpaid leaves of absence shall not be paid for holidays.

17:05 a) If any of the above holidays, excluding Christmas Eve and New Year's Eve fall on a Saturday or Sunday, the employees covered by this Agreement shall be granted the same day off as observed by the Provincial Government employees.

b) If the half-day Christmas Eve or New Year's Eve holiday/s fall on a Saturday or Sunday this clause shall not apply with the exception of the landfill attendants who normally work on Saturday.

c) Employees who are scheduled to work on statutory holidays shall be compensated at the rate of time and one-half (1 ½) for all hours worked and another day off at a mutually agreed time.

d) If an Employee is called in on a holiday on a scheduled day off they will be compensated at time and one-half (1 ½) the rate for all hours worked and it can be taken in money or time in lieu.

ARTICLE 18 - VACATIONS

18:01 Length of Vacations

Full time employees will earn paid vacation leave at the following rates:

- 3 weeks after 1 year
- 4 weeks after 5 years
- 5 weeks after 10 years
- 6 weeks after 20 years

An employee shall be able to carry over 5 vacation days per year to a maximum of (25) twenty-five to be paid at the employee's current rate at the time the days are taken. Employees who are employed for less than one year shall receive 4% of their wages as vacation pay. An employee terminating employment or retiring before taking their vacation entitlement shall be paid vacation time owing.

18:02 If paid Statutory Holiday falls or are observed during an employee's vacation period, and they qualify for that holiday, they shall be granted an additional day's vacation.

18:03 An employee who becomes ill and has medical verification during their vacation shall be entitled to payment from accumulated sick leave credits. The period of vacation lost shall be rescheduled at a mutually agreed upon time.

18:04 An employee who is on vacation time and a death occurs in the immediate family, as defined in Article 20:01, bereavement leave as outlined in this Collective Agreement will take effect and vacation time shall be rescheduled at a mutually agreed upon time.

18:05 Vacations shall be granted on the basis of seniority within the department to which the employee belongs, subject the employer's right to schedule vacation. Vacation requests will not be unreasonably denied. Requests for vacation shall be in writing submitted by April 1 each year; the Employer will respond by May 1 of each year and once vacation is approved, it can be subject to change.

18:06 Employees shall be entitled to 3 Personal Days per year with pay to cover appointments, etc. These days shall be pro-rated for all employees in the same manner as vacation days and shall not accumulate from year to year.

ARTICLE 19 - SICK LEAVE

19:01 Sick Leave Defined

- a) Sick leave means the period of time an employee is permitted to be absent from work with no loss of regular earnings because of sickness or disability or because of an accident for which Worker's Compensation is not payable. It is clearly understood that sick leave only applies to sickness, disability or accident.

Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from work on approved sick leave shall only be entitled to sick leave pay if the employee is not, otherwise receiving pay for that day, and providing the employee has sufficient sick leave credits.

- b) Should an accident, resulting in injury, be covered by Worker's Compensation, then the Municipality will abide by the rules and regulations of the Worker's Compensation Board, with "top up" to the employee's pay from their sick leave benefits provided the employee has sick leave credits.

19:02 Amount of Sick Leave

Full time employees shall receive two days per month worked with a ceiling of 180 sick days.

19:03 Record of Sick Leave

A record of all unused sick leave will be kept by the employer. An employee shall receive an annual record of sick time used and accumulated from the employer in February of each year. Employees will have to report and submit leave forms to the Employer and also take Mandatory Critical Insurance.

19:04 Proof of Illness

- a) An employee may be required by the employer to produce a medical certificate from a qualified medical practitioner for any illness certifying that such employee is unable to carry on his/her duties due to illness.
- b) Should medical certification be required by the Employer as a result of a particular period of sick leave, it will be submitted upon return to work by the employee. The employer will pay the cost of the medical certificate.

19:05 Medical and Dental Leave

- a) Employees shall arrange medical and dental appointments outside normal working hours, if possible. Employees shall request approval for the time off as far in advance as possible so that staff adjustments can be made.

- b) Time off for such appointments shall be deducted from the accumulated sick leave.

ARTICLE 20 - BEREAVEMENT LEAVE

20:01 When a death occurs in the immediate family of an employee covered by this Agreement, such employee shall be granted bereavement leave with pay for a period of 5 consecutive working days. A part time employee shall be paid for regular hours of work that were scheduled. **These days cannot be carried over and must be taken at the time of bereavement, however; where the internment or memorial services is not held within the allotted days immediately following the death of a family member as defined in 20.01, in the event that there is subsequently and internment or memorial service which falls on a work day, the Employee shall be entitled to bank one (1) of the days referred in 20.01 and take the day at a later time for the purpose of attending the service. Further, provided that the days are taken within six (6) months of the end of the year.**

Immediate family is defined as spouse, son, daughter, father (step), mother (step), brother (step), sister (step), father-in-law, mother-in-law, step-children, grandparent, grandchild, sister-in-law, brother in-law, son-in-law and daughter-in-law, and a person permanently residing in the employee's household.

Bereavement leave of **two (2) working days** with no loss of regular earnings shall be granted to an employee covered by this Agreement for the purpose of attending the funeral of an aunt, uncle. **Niece, and/or nephew shall receive one (1) day provided such day is a normal working day.**

Employees who must travel outside of Cape Breton will be granted with pay an additional 2 days leave.

ARTICLE 21 - LEAVE OF ABSENCE

21:01 Any one (1) employee who has been elected as an accredited delegate of the Union shall be granted leave of absence to attend not more than two (2) conventions of affiliated Labour bodies annually, with pay and without loss of seniority. Such paid leave shall be for a maximum of five (5) days per year.

21:02 The CAO may grant leave of absence to an employee requesting same. Such leave, if granted, may not exceed 6 months unless agreeable to both parties and such leave shall be without pay. It is further agreed that the Union shall be notified by the Employee of such a request within 24 hours of application being presented to the Employer. Whether or not to grant a leave of absence shall be in the sole discretion of the employer. Such leave will not be unreasonably denied.

It is also agreed that if such leave is granted, then it is the responsibility of the Employee to make arrangements with the Employer, before beginning his/her leave, to pay all deductions outlined in 21.08, including any deductions related to the employee computer purchase program.

21:03 Maternity Leave

Maternity leave shall be provided consistent with Provincial and Federal legislation.

21:04 Parental Leave

Parental leave shall be provided consistent with Provincial and Federal legislation.

21:05 Adoption Leave

Adoption leave shall be provided consistent with Provincial and Federal legislation.

21:06 Paternity Leave

Two (2) paid days for Paternity leave shall be granted to employees for the day of the birth and the day following the birth of a child.

21:07 Jury Duty

Leave of absence with pay shall be given to any employee required to serve on a jury and such employee shall have deducted from their wages the amount equal to the amount for jury service received by the employee for such jury duty.

21:08 Employee Responsibility

For any unpaid leave which results in the employee not receiving wages for a pay period, the employee will be responsible for payment of their portion of medical premiums, or any other plan they are enrolled in that requires deductions to be made from their pay. Arrangements for such payments will have to be made before beginning a leave. Employees on leave of absence are responsible for 100 % payment of benefits.

The employee on long term disability will continue to pay 25% of the medical benefits and the employer will pay 75% of the cost of the medical benefits. Once the two years have elapsed, the employee will have the option of paying 100 % of the benefit or discontinuing coverage entirely.

ARTICLE 22 - PAYMENT OF WAGES

22:01 The Employer shall pay wages bi-weekly in accordance with Schedule "A" attached for Municipal employees which shall form part of this Agreement. In each pay period, each employee shall be provided with an itemized statement of wages, overtime, and other supplementary pay in deductions.

Pay days for regular employees will be on **Wednesday (direct deposit)** and will include payment that current week.

Casual employees will be paid in arrears by withholding one week's wages at the start of their employment.

ARTICLE 23 - JOB CLASSIFICATION

23:01 Existing classification shall not be eliminated without meeting with the Union to outline the reasons for the elimination of the classification.

When an employee is assigned by the CAO to temporarily perform the duties of a higher paying position they shall be paid a portion of the higher rate equal to 85% of the difference between the two salaries. Upon assignment to the higher position, the CAO will notify the employee of the portion of duties expected to be performed.

When an employee is assigned by the CAO to temporarily fill the following positions they shall receive 100% of the rate of pay: Collection Helper, Collection Driver. Rate of pay shall apply when the employee commences the duties of the position.

When an employee is temporarily assigned to perform the duties of a lower paying position the employees regular rate will not change.

Should an employee accept or bump into a lower paying position on a permanent basis they will be paid at the rate of the position occupied.

23:02 Reclassification

When the duties of any classification are substantially increased by management, or where the union alleges that an employee is incorrectly classified and the parties are unable to agree to the reclassification or the rate of pay for the job in question, such dispute may be submitted to grievance. Upon settlement of the grievance, the rate of pay shall be retroactive to the date of increase in duties or the incorrect classification date.

ARTICLE 24 - PROTECTIVE CLOTHING AND SURVIVAL /FIRST AID KIT

The Employer will provide protective clothing and safety footwear, as required by the Occupational Health & Safety Act, necessary to perform the duties of any job. The OH&S committee will recommend safety equipment to the supervisor.

ARTICLE 25 - EMPLOYEE ASSISTANCE PLAN

25:01 Without detracting from the existing rights and obligations of the parties and other provisions of this agreement, the Employer and the Union agree to cooperate in encouraging Employees afflicted with substance abuse (drugs and alcohol) to undergo a coordinated program directed to the objective of their rehabilitation in a safe and confidential manner. The employer shall provide the employee with an EAP contact number.

25:02 If time off is required, it should be taken as sick time, provided that the employee has sick time credits accumulated. The employee shall provide documentation to the employer.

ARTICLE 26 - MEDICAL COVERAGE AND PENSION PLAN

26:01 Employees shall maintain their medical coverage in accordance with the policy adopted by the Municipality from time to time on medical/dental group insurance coverage. Eligibility for coverage is determined by the company providing such coverage. This coverage is to be paid 75% by the Employer and 25% by the Employees. If an Employee for any reason is not receiving wages during a pay period and cannot have their share of the medical premium deducted, they will be responsible to remit their portion to the payroll clerk or designate in order to maintain group insurance coverage. Medical coverage will cease upon termination of employment, if an employee is laid off, if an employee is terminated from long-term disability or if an employee does not remit their premiums. Any recommended changes to Council shall be subject to discussion between the union, the employer and the non-union staff in order that coverage will remain equivalent or better.

The employees shall maintain their pension plan (the Provider will be Manulife). This plan is to be paid 50% by the employees and the employer will equal that contribution. **Seven (7%) percent per pay period of the employees' wages is currently paid monthly into the plan and seven (7%) percent matched by the employer.**

Employees will contribute an additional 1% to the pension plan over a four year period. The contribution will be phased in at 0.25% in year one (1), 0.25% in year two (2), 0.25% in year three (3) and 0.25% in year four (4). For clarification, that will reflect 7.25% in year one (1) (2014), 7.50% in year two (2) (2015), 7.75% in year three (3) (2016) and 8.0% in year four (4) (2017). The additional contribution will be matched by the employer.

ARTICLE 27 - NO STRIKE

27:01 The Union agrees that there shall be no walkout during the term of this agreement. The employer agrees that there shall be no lockout during the term of the agreement. In the event that there is to be a strike, both parties agree to sit down and agree upon essential services that are to be maintained.

ARTICLE 28 – RETIREMENT PENSION AND BENEFIT

28.01 An employee may elect to retire at an earlier age subject to operational requirements and three (3) months written notice to the Employer.

28.02 On retirement, the employee shall be entitled to receive from the Employer a retirement payout in the equivalent dollar value of that employee's accumulated sick day credits up to a maximum of 180 days.

28.03 The Union and the Employer agree that retirement whether automatic or by election is not discharge, dismissal or lay-off.

ARTICLE 29 - CONTRACTING OUT LANGUAGE

29:01 The employer shall not contract out work of the bargaining unit, if to do so would cause undo or unnecessary hardship for members of the bargaining unit. No bargaining unit members shall be terminated, laid off from employment or have their hours of work reduced as a result of the employer contracting out work.

29:02 CHANGES IN AGREEMENT

Any change 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.

ARTICLE 30 – TERM OF AGREEMENT

30:01 This agreement shall be binding and remain in effect from April 1, 2014 to March 31, 2018. Notice to reopen shall be stated in the Nova Scotia Trade Union Act.

Four (4) year term.

Economic Adjustments:

Year 1 – 3.5%

Year 2 – 2.5%

Year 3 – 2.0%


Year 4 – 2.0%

IN WITNESS WHEREOF, the duly authorized representatives of the Canadian Union of Public Employees, Local 2694, the duly authorized representatives of the Municipality of the County of Victoria have set their hands and affixed their seals,

SIGNED this 10 day of MARCH, 2015.

**MUNICIPALITY OF THE
COUNTY OF VICTORIA**

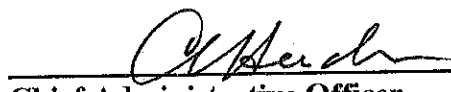
**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2694**



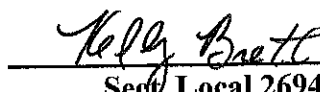
Warden



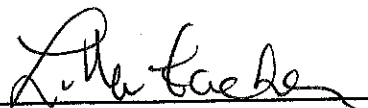
President Local 2694



Chief Administrative Officer



Sect. Local 2694

WITNESS: 

"SCHEDULE "A"

Rates during Term of Contract 10% increase over 4 years

Employee	Current	2014(3.5%)	2015 (2.5%)	2016 (2.0%)	2017 (2.0%)
		Hourly Rate	Hourly	Hourly	Hourly
Transfer Station Assistant*	\$12.38	\$13.33	\$13.66	\$13.94	\$14.22
Compost Attendant*	\$12.38	\$13.33	\$13.66	\$13.94	\$14.22
Enviro-Depot Attendant (refundable)	\$12.88	\$13.33	\$13.66	\$13.94	\$14.22
Enviro-Depot Attendant (non-refundable)*	\$12.38	\$13.33	\$13.66	\$13.94	\$14.22
Waste Collection Helper	\$13.95	\$14.44	\$14.80	\$15.10	\$15.40
Machine Operators	\$14.60	\$15.11	\$15.49	\$15.80	\$16.11
Dingwall Supervisor	\$15.33	\$15.87	\$16.26	\$16.59	\$16.92
New Haven E.D. Supervisor	\$15.33	\$15.87	\$16.26	\$16.59	\$16.92
Waste Haulage Driver	\$16.77	\$17.36	\$17.79	\$18.15	\$18.51
Waste Collection Driver	\$16.77	\$17.36	\$17.79	\$18.15	\$18.51
Tipping Floor Supervisor	\$17.45	\$18.06	\$18.51	\$18.88	\$19.26
Scale Attendant/Clerk	\$13.51	\$13.98	\$14.33	\$14.62	\$14.91
Maintenance	\$18.55	\$19.20	\$19.68	\$20.07	\$20.47
Director of Rec. & Tourism	\$32.42	\$33.55	\$34.39	\$35.08	\$35.78
Director of Taxation	\$29.41	\$30.44	\$31.20	\$31.82	\$32.46
Assistant Tax Collector	\$22.51	\$23.30	\$23.88	\$24.36	\$24.85
Accounting Clerk	\$23.63	\$24.46	\$25.07	\$25.57	\$26.08
Heritage & Archives Clerk	\$15.30	\$15.84	\$16.23	\$16.56	\$16.89
Tax Office Assistant	\$15.00	\$15.53	\$15.91	\$16.23	\$16.56
Physical Activity Coordinator	\$22.90	\$23.70	\$24.29	\$24.78	\$25.28
Waste Collection Supervisor	\$20.67	\$21.39	\$21.93	\$22.37	\$22.81
Water Utility Clerk	\$23.63	\$24.46	\$25.07	\$25.57	\$26.08
Operations Supervisor	\$20.67	\$21.39	\$21.93	\$22.37	\$22.81
Communications Coordinator	\$19.64	\$20.33	\$20.84	\$21.25	\$21.68
Animal Control Officer	\$11.54	\$11.94	\$12.24	\$12.48	\$12.73
Solid Waste Manager	\$23.28	\$24.10	\$24.70	\$25.19	\$25.69

* All increases are effective April 1 of each year.

*The County has agreed to increase the wage of the non-refundable E.D. Staff, Transfer Station Assistant and Compost Attendant by \$0.50 to be on par with the Refundable E.D. Staff.

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