

# **COLLECTIVE AGREEMENT**

*BETWEEN*

TOWN OF KENTVILLE  
(hereinafter called the "Employer")

*AND*

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4403  
(hereinafter called the "Union")

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This Agreement made this 31<sup>st</sup> day of July, 2015.

BETWEEN: The Town of Kentville,  
hereinafter called the "Employer",

Party of the First Part:

And

Canadian Union of Public Employees, Local 4403,  
hereinafter called the "Union",

Party of the Second Part:

#### **ARTICLE 1 - PREAMBLE**

- 1.01 It is the purpose of both parties to this Agreement:
- (1) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
  - (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, scale of wages and benefits.
  - (3) To encourage efficiency and economy in operations and service to taxpayers.
  - (4) To promote the morale, well being and security of all Employees in the bargaining unit of the Union.
- 1.02 It is now desirable that method of bargaining and, all matters pertaining to the working conditions of the Employees be drawn up in a collective agreement. Any changes to this agreement shall be made in accordance with Article 34.02 herein.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union recognizes that it is the right of the Employer to manage the affairs of the operation and to direct the working force, and without restricting the generality of the foregoing, the Union acknowledges that it is the function of the Employer to:
- (1) Maintain order, discipline and efficiency.
  - (2) Hire, promote, demote, discipline, suspend, lay-off or discharge any Employee covered by this Agreement, provided that a claim that an Employee has been demoted, disciplined, suspended or discharged without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.
  - (3) Determine the nature and kind of services to be provided by the Employer and the methods, procedures, equipment, materials and manpower to be used in providing these services.
- 2.02 The Employer shall not exercise its rights in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 4403 as the sole and exclusive collective bargaining agent for all Employees of the Public Works Department, the Parks and Recreation Department, the Water Commission, and Custodians, but excluding Foremen and above that rank, Office Employees and those excluded by Paragraphs (a) and (b) of Subsection (2) of Section 1 of the *Trade Union Act*. The Employer agrees to discuss with the Union or any of its authorized committees any matters affecting their relationship, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 3.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except:
- (1) in emergencies when regular Employees are not readily available and/or,

(2) when the regular hours and number of Employees in the bargaining unit would not be reduced.

3.03 (1) This Collective Agreement is fully applicable to all full-time, part-time, seasonal and temporary Employees unless otherwise specified.

(2) Various types of Employees are defined as follows:

Full Time Employee - is an Employee who has been in the employ of the Employer in the bargaining unit and who has completed the probationary period and who is working the regular hours of work established as per Article 18.

Part-time Employee - is an Employee who works less than the regular hours of work and who has completed the probationary period.

Temporary Employee - is an Employee whose employment is intended to be of limited duration but who works the customary number of full time or part-time hours.

Casual Employee - one who is employed on a non-regular basis and who is not a member of the bargaining unit.

Seasonal Employee - is a full-time or part-time Employee who works less than the full year and who is seasonally laid off and recalled.

Temporary and seasonal Employees are eligible for medical insurance, sick leave, holidays and vacations on a pro-rated basis and in accordance with the conditions of these various benefit plans.

*Bona fide* students and Grant workers shall be excluded from the bargaining unit and shall not be covered by the Collective Agreement.

The Employer shall discuss Grant applications with the Union.

3.04 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.

#### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge, or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his membership in a labour union. The Parties agree that the *Nova Scotia Human Rights Act* will be recognized in all cases.

#### **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

- 5.01 As a condition of continued employment with the Employer, all Employees covered by this Agreement shall become and remain members in good standing in the Union. All new Employees shall as a condition of continued employment become members of the Union upon completion of the ninety (90) working day probationary period. The ninety days must be worked within a twelve (12) month period.

Should a probationary Employee be terminated prior to completion of the probationary period and subsequently be rehired, the twelve (12) month period is understood to commence from the previous hire date.

#### **ARTICLE 6 - CHECK-OFF OF UNION DUES**

- 6.01 The Employer agrees to deduct from every Employee covered by this Agreement any initiation fees and dues uniformly payable by all members, provided that the Employer has been given authorization and has been advised of the amount of dues to be deducted.
- 6.02 Deductions shall be made from each pay and shall be forwarded monthly by the fifteenth day of the following month to the CUPE National Secretary-Treasurer, 1375 St. Laurent Blvd., Ottawa, Ontario, K1G 0Z7, accompanied by a list of the Employees and their addresses from who such deductions were made.
- 6.03 Unless an Employee directs in writing to the Employer not to

provide the Union with his/her address, within 90 days of signing this agreement, the Employer endeavors to provide the Union with the last known address of each bargaining unit member, within a reasonable amount of time, following the 90 days after the signing of this agreement. Upon hire and except where the new Employee directs in writing not to provide his/her address the Employer endeavors to provide the Union with the new Employee's last known address.

- 6.04 The Employer shall advise a representative of the Union of all appointments, temporary positions, leave of absences, resignations, retirements, deaths or other changes of status of its Employees.
- 6.05 T-4 Slip  
The Employer will report the yearly amount of union dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

#### **ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

- 7.01 The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.
- 7.02 On commencing employment, the Employee's immediate supervisor shall introduce the new Employee to the Union Steward or Representative. The Steward or Representative will provide the Employee with a copy of the Collective 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 Chief Administrative Officer or designate and the Secretary of the Union.



## **ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE**

- 9.01 A Labour Management Committee shall be established consisting of up to four (4) representatives of the Union and up to four (4) representatives of the Employer. It is desirable that there be one (1) Union and one (1) Employer representative from each Department covered by this Collective Agreement. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the Employees.
- 9.02 The Committee shall concern itself with the following general matters:
- (1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.
  - (2) Improving and extending services to the public.
  - (3) Promoting safety and sanitary practices.
  - (4) Reviewing suggestions from Employees, questions of working conditions and services (but not grievances concerned with service).
  - (5) Correcting conditions causing grievances and misunderstandings.
- 9.03 The Committee shall meet quarterly. Additional meetings may be called. Meetings will be scheduled at a mutually agreed time and place. The parties shall rotate chairing the meeting and setting the agenda to which either party may include items to be addressed. Employees shall not suffer any loss of regular earnings for time spent with this Committee.
- 9.04 Minutes of the meeting shall be prepared by a member of the Committee. The Co-chairs (Union and Management) of the committee will rotate chairing the meeting. The minute taker will be chosen from among the members of the committee on the opposite side. For example: when the Union is Chair, the Management records. Minutes will be distributed for approval within two (2) weeks of the meeting.
- 9.05 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The Committee shall not supersede the

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

## **ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS**

- 10.01 No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In any discussion with the Employer, any Employee or group of Employees shall have the right to be represented by an elected or appointed representative of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- 10.02 A Union Bargaining Committee shall be elected or appointed and consist of up to four (4) members of the Union. It is desirable that there shall be one (1) Union representative from each department covered by this Collective Agreement. The Union will advise the Employer of the Union nominees to the Committee.
- 10.03 All matters pertaining to rates of pay, hours of work, collective bargaining, and other working conditions shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.
- 10.04 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative(s) shall have access to the Employee's premises, after receiving permission, in order to investigate and assist in the settlement of a grievance.
- 10.05 Subject to Article 34, in the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than twenty (20) calendar days after the request has been given.

- 10.06 Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration.
- 10.07 The Employer shall make available to the Union, on request; such information as is required by the Union for collective bargaining purposes, provided however that such request shall be reasonable.

#### **ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE COUNCIL**

- 11.01 The Employer agrees that on any changes of policy which would have the effect of reducing the size of the bargaining unit, that the matter shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider, and if deemed necessary, to speak on the matter.

#### **ARTICLE 12 - GRIEVANCE PROCEDURE**

- 12.01 A grievance procedure is established to provide for the orderly and speedy procedure for the settling of grievances. It is understood that upon commencement of the grievance process as stated in Article 12.06, the Employer shall not meet with the grievor to discuss the grievance, without the presence of a Union Steward, or Union Executive member of Grievance Committee.
- 12.02 The Employer acknowledges that the Union may appoint one Shop Steward and a Grievance Committee to assist any Employee whom the Shop Steward represents, in preparing and presenting his grievance in accordance with the grievance procedure. The Union shall select one Steward and a Grievance Committee Chairperson. These two shall form the Grievance Committee along with officers of the Local Union and a representative of the Canadian Union of Public Employees.
- 12.03 The Union shall notify the Employer in writing of the names of the members of the Grievance Committee.
- 12.04 The Employer agrees that the Steward shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that the Steward is employed full time by the Employer

and that the Steward will not leave work during working hours except to perform duties under this Agreement. Therefore, the Steward shall not leave work without obtaining the permission of the supervisor, which permission shall not be unreasonably withheld.

12.05 A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement.

12.06 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The aggrieved Employee(s) will submit the grievance to the Shop Steward and the Grievance Committee. At each step of the grievance procedure the grievor shall have the right to be present.

Step 2

If the Steward and the Grievance Committee consider the grievance to be justified, the grievance will be submitted in writing to the Employee's Department Head within seven (7) working days from the date of the incident giving rise to the grievance. The Department Head shall render a decision in writing within five (5) working days after receipt of the grievance.

Step 3

Failing satisfactory settlement being reached in Step 2, the Grievance Committee will submit the written grievance, containing particulars of the grievance and redress sought, to the Chief Administrative Officer within five (5) working days from the day the Department Head rendered his decision. The Chief Administrative Officer shall render his decision within 20 working days after receipt of such grievance. The Chief Administrative Officer shall obtain the input of Council or its designated committee prior to making the reply.

Step 4

Failing satisfactory settlement being reached in Step 3, the Grievance Committee will submit the written grievance, containing

particulars of the grievance and redress sought, to Town Council, or its designated Committee within five (5) working days from the day the Chief Administrative Officer rendered his decision. Town Council or its designated Committee, after consultation with the Chief Administrative Officer, shall render its decision within fourteen (14) working days after receipt of such notice. The fourteen (14) working day period may be extended to the next regularly scheduled meeting of Council, or its designated Committee.

#### Step 5

Failing satisfactory settlement being reached in Step 4, the Union may, within ten (10) working days from the day Town Council or its designated Committee rendered its decision, give notice in writing to the Employer of its decision to refer the grievance to arbitration.

12.07 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 2. The Employer has the right to originate a grievance and such grievance shall be submitted to the Union in writing within seven (7) working days from the date of the incident giving rise to the grievance.

12.08 (a) A meeting between the parties shall take place at each step of the grievance procedure.

(b) The Employer shall supply the necessary facilities for the grievance meetings.

12.09 Extension of Time Limits

The time limits set in both the Grievance and Arbitration procedures may be extended by written consent of both parties, provided neither side's position is unduly prejudiced by the delay. The request for the extension shall be in writing. Saturdays, Sundays and Statutory Holidays are not included in the time limits.

### **ARTICLE 13 - ARBITRATION**

13.01 When either Party requests that a grievance be submitted to arbitration, the request shall be made by certified mail or fax

addressed to the other party of the Agreement, indicating the name of its suggested sole arbitrator(s). Within five (5) days thereafter, the other Party shall answer by certified mail or fax indicating the name and address of the agreed arbitrator.

- 13.02 If the party receiving the notice fails to appoint an arbitrator, or if the Parties fail to agree upon a sole arbitrator within seven days of receipt, the appointment shall be made by the Minister of Labour and Advanced Education upon request of either Party.
- 13.03 The decision of the Arbitrator shall be final and binding upon the Parties and upon the Employer or Employee affected by it. The Arbitrator shall not have the power to change this Agreement or to add, subtract, alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement which it deems just and equitable within the provisions of this Agreement.
- 13.04 Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply in writing, copied to the other Party, to the Arbitrator to clarify the decision, which shall be done within five (5) working days.
- 13.05 The fees and expenses of the Arbitrator shall be borne in equal amount by the Employer and the Union.
- 13.06 At any stage of the Grievance or Arbitration procedure, the Parties shall have the assistance of any Employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring Parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 13.07 No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have 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.

## **ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE**

- 14.01 Following completion of the probationary period, an Employee may only be dismissed for just cause. When an Employee is suspended or discharged, the Employee shall be given the reason in writing by the Employer.
- 14.02 In cases of discharge and discipline, except in the case of probationary Employees, the burden of proof of just cause shall rest with the Employer.
- 14.03 Whenever the Employer or authorized agent deems it necessary to reprimand an Employee in a manner indicating that suspension or dismissal may follow any further infraction or may follow if such Employee fails to bring work up to a required standard by a given date, the Employer shall provide the Employee and the Union with a written statement of particulars concerning the reprimand.
- 14.04 Any disciplinary action will become a permanent part of the Employee's record for a period of eighteen (18) months worked. At the end of this period, and if the Employee's record has been good during the eighteen (18) month period, the disciplinary action will be removed from the file.

## **ARTICLE 15 - SENIORITY**

- 15.01 Seniority is defined as the length of service with the Town of Kentville and Employees will be credited with all service from the date of hire with the Town of Kentville. Service will be credited towards pension, vacation and any other accrued benefits.
- Seniority will, subject to Article 16.03, be a factor for determining promotions, transfers, layoffs, permanent reduction of the work force and recall within a Department. A transfer shall be from the bargaining unit to a position outside the bargaining unit and return, or from one classification to another.
- Seniority will operate on a departmental basis for the purpose of promotions, transfers, layoffs and permanent reduction of the work force and recall. Those departments will be recognized as Public Works, Parks and Recreation, Water Commission, and Custodians.

15.02 The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

The list shall be posted for a period of thirty (30) days during which time any errors or omissions shall be forwarded to the Employer for revision. The finalized list shall then be posted and shall be deemed as accurate by the Parties.

15.03 A newly hired Employee shall be on probation for a period of ninety (90) working days from the date of hiring, and shall have no seniority rights during that period. After completion of the probationary period, the Employee's seniority shall date back to the day on which employment began. A probationary Employee may be terminated at any time during the probationary period.

15.04 An Employee shall not lose seniority rights if the Employee is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer, except as provided in this Agreement. An Employee shall only lose seniority in the event:

- (1) the Employee is discharged for just cause and is not reinstated;
- (2) the Employee resigned verbally or in writing and does not withdraw the resignation within two (2) working days;
- (3) the Employee is absent from work in excess of two (2) working days without sufficient cause and without notifying the Employer unless such notice was not reasonably possible;
- (4) the Employee fails to return within seven (7) working days following a layoff and after being notified by certified mail or fax to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of the Employee's current address. An Employee recalled for casual work or employment of short duration at a time when the Employee is employed elsewhere shall not lose recall rights for refusal to return to work, and
- (5) the Employee is laid off for a period longer than one (1) year.



15.05 No Employee shall be transferred to a position outside the bargaining unit without the Employee's consent. If an Employee is transferred to a position outside of the bargaining unit, the Employee shall retain seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. An Employee shall have the right to return to a position in the bargaining unit at any time during the trial period, which shall be a maximum of a six (6) month trial period. If an Employee returns to the bargaining unit, the Employee shall be placed in the Employee's former position. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

#### **ARTICLE 16 - PROMOTION AND STAFF CHANGES**

16.01 When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall post notice of the position on all bulletin boards for a minimum of one week, so that all Employees will know about the vacancy or new position.

16.02 Such notice shall contain the following information: nature of position; qualifications; required knowledge and education; skills; shift; wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

16.03 Both parties recognize:

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

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

16.04 The successful applicant promoted from within the bargaining unit to a position within the bargaining unit shall be placed in the position on trial for a period of sixty (60) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, the Employee shall be returned to the former position, wage rate, and without loss of seniority. Such

- return shall not result in the layoff or bumping of an Employee holding greater seniority.
- 16.05 Consideration for promotion within the bargaining unit may be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling of vacancy. Such Employee may be given a trial period to qualify within a reasonable length of time and to revert to the former position if the required qualifications are not met within such time.
- 16.06 Within seven (7) working days of the appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls, retirements and terminations of employment within the bargaining unit.
- 16.07 An Employee covered by this Agreement who has given good and faithful service to the Employer, and who through advancing years, injury, illness, or temporary disablement is unable to perform regular duties, may be placed in other work which the Employee can do, if such work is available, except such Employee shall not displace another Employee who has acquired seniority.
- 16.08 The Employer shall inaugurate and maintain a system of "on-the-job" training so that Employees covered by the Agreement shall have the opportunity to receive training and qualify for promotion or transfer to higher or equal classifications within the bargaining unit. Accordingly, Employees shall be allowed regular opportunities to learn the work of such higher or equal positions during the regular working hours by arranging, through their supervisor, to exchange positions for temporary periods, without affecting the pay of the Employees concerned. Such opportunities for training will not be denied as a result of opportunities being given to Employees outside the bargaining unit.
- On the job training is subject to operational requirements of the Department and must be authorized by the appropriate Department Head.
- 16.09 (a) The Employer may request from time to time that an Employee assume the position of Lead Hand, which position shall carry out certain responsibilities as assigned in addition to the normal work of the bargaining unit. The Lead Hand shall be paid at the normal wage rate for the Employee so designated plus ten percent (10%).

- (b) A senior lead hand may be appointed by the Employer and shall be paid the rates set out in Schedule "A".

**ARTICLE 17 - LAYOFFS AND RECALLS**

- 17.01 Both parties recognize that job security shall increase in proportion to length of service. In the event of lay-off, Employees shall be laid off from their Department in reverse order of their seniority.
- 17.02 Employees shall be recalled to their Department in order of their seniority provided they are qualified to do the work.
- 17.03 Provided they are qualified to do the work, Employees shall be offered a recall to their Department before casual, temporary or new Employees are hired. Notwithstanding this provision, an Employee who is on layoff shall be offered a recall to a Department other than the Employee's regular Department, where in the opinion of the Employer, the Employee possesses the skill and ability required. Such an Employee recalled to another Department shall be paid the rate of pay applicable to that Department and shall be deemed to accumulate seniority in the Department where he normally works.
- 17.04 Unless legislation is more favourable to the Employees, the Employer shall notify Employees who are to be laid off ten (10) working days prior to the effective date of lay-off. If the Employee has not had the opportunity to work the days as provided in this Article, the Employee shall be paid for the days for which work was not made available. This provision does not apply to short term recalls of less than one (1) month.
- 17.05 Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance procedure.

## **ARTICLE 18 - HOURS OF WORK**

### Public Works and Water Commission

18.01 The Employer agrees that the normal working days shall be five (5) days from Monday to Friday; and eight (8) hour day from 8:00 a.m. to 5:00 p.m. constituting a forty (40) hour work week. The Employee doing street cleaning shall work a five (5) day, forty (40) hour week according to a schedule prepared by the Director of Engineering and Works.

The hours of work for the Downtown Maintenance Worker shall remain forty (40) per week from Monday to Sunday with at least one full day off without pay per week. The Employee doing downtown maintenance will work according to a schedule prepared by the Director of Engineering & Works or his designate.

18.02 The Parties agree that during the winter months (from approximately November 1<sup>st</sup> to March 31<sup>st</sup>), that a flexible work schedule may be put in place from Monday to Friday which will provide for one (1) Employee to commence their normal hours of work up to two (2) hours prior to the normal start time as referred to in Article 18.01.

It is agreed that the Employee's completion time of their shift will be adjusted according to the commencement.

### Parks and Recreation

18.03 The Employer agrees that the normal working hours shall be forty (40) hours per work week. The Employees schedule shall cover a seven (7) day week (Monday to Sunday) and shall be posted not less than two (2) weeks in advance of the schedule to be worked. The Employees shall be scheduled off work for two (2) consecutive days per week.

If such hours of work are reduced, any Employee affected shall make up the hours lost within six (6) weeks.

Such make-up hours shall be paid at the straight time rate and overtime shall not be paid as the result of working make-up hours.

The make-up hours shall be scheduled by mutual agreement between the Employee and the Employer.

Custodians

18.04 The past practice for hours of work shall be maintained.

All Departments

18.05 Employees sent home due to inclement weather will receive a minimum reporting pay of four (4) hours pay. Employees who don't report for work on stormy days, other than those sick or injured, will lose the time. An Employee sent home after working four (4) hours will receive eight (8) hours pay.

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

18.07 An Employee shall be permitted a rest period of fifteen (15) consecutive minutes at a reasonable time in both the first and the second half of a shift to be taken in a manner determined by the Department Head. Meal breaks shall be provided as per past practice as per each Department.

Arena Employees

18.08 Arena Employees shall have a designated staff lunch room where they are afforded the opportunity to have their breaks throughout the day. They will be given flexibility within their day to receive their breaks at a time which is convenient and still be available to respond to emergencies as they may arise.

**ARTICLE 19 - OVERTIME**

19.01 In the Public Works Department, Water Commission and Custodians, all time worked before or after the regular work day and the regular work week, or on a holiday, shall be considered overtime for full-time Employees. Part-time Employees in the Public Works Department, Water Commission and Custodians, shall not be entitled to overtime until they have worked the equivalent of full-time hours. In Parks and Recreation, all time worked in excess of forty (40) hours per week shall be considered overtime.

19.02 (a) Overtime work on any given Saturday shall be paid for at the rate of time and one-half. Overtime work on any Sunday shall be paid for at the rate of double time.

- (b) An Employee who is scheduled to work weekends, the above overtime rates do not apply.
- 19.03 For overtime work on a holiday on which an Employee was not scheduled to work, in addition to the regular pay for holiday, the Employee shall be paid at the rate of double time.
- 19.04 Overtime worked during the hours between 12:00 midnight and 8:00 a.m. shall be paid for at the rate of double time if the Employee has not received a rest period during the sixteen hours immediately preceding the commencement of such overtime work. Rest period shall be defined as four (4) continuous hours.
- 19.05 (a) The Employer will provide a PO system at local food establishments to ensure that the Employees are able to receive a meal as per past practice. There will be an entitlement of the following including taxes and tip:
- \$18.00 for a breakfast meal  
\$21.00 for a lunch meal  
\$26.00 for a supper meal
- Employees will be required to sign for their meal. If the Employee wants to purchase anything above these amounts the individual Employee will be responsible for the additional fee by either paying at the restaurant or it will be deducted from their pay.
- (b) The Employees will be reimbursed upon receipt for their meals if they are unable to eat at the establishments which PO system has been set up. This may occur in extenuating circumstances only.
- 19.06 Overtime shall not be based on the seniority of Employees, but shall be equitably rotated on the basis of opportunities to work overtime. For equalization purposes, an Employee who does not work overtime, regardless of the reason, will be charged with the same number of hours as was paid to the Employee who did work.
- 19.07 Anything which disrupts the normal routines or conditions of the Town is an emergency, and Employees are expected to be available for overtime work.
- 19.08 The first option for overtime will go to regular staff prior to calling back laid off Employees.

19.09 An Employee who is called back to work outside their scheduled hours shall be paid for a minimum of three (3) hours at the appropriate overtime rate, except that overtime hours worked immediately before or immediately following their scheduled work hours shall only be paid at overtime rates for the actual time worked as overtime. An Employee who works beyond the three (3) hours minimum shall be paid for all hours worked in accordance with Articles 19.02 and 19.03. Overtime on a call out shall commence when the Employee leaves home, with a maximum of thirty (30) minutes allowed for travel time. In cases where an Employee is required to work on a call out after midnight, the Department Director or a designate, at the Director's discretion, may grant a rest break with pay if the Employee has not had sufficient rest and if operating conditions permit.

19.10 Public Works Department

- (1) Full week standby will be implemented during the period November 1<sup>st</sup> to March 31<sup>st</sup> according to a schedule prepared by the Director of Engineering and Works. There shall be two (2) Employees on standby and the remuneration shall be equal to eight (8) times the highest wage rate per Schedule "A". Such standby shall be scheduled for one (1) week periods. In accordance with Article 19.07, Employees are expected to be available for overtime work. If at any time the Employer is not satisfied with the period of time required to contact and get workers out for emergency overtime, full week standby will be reintroduced during the period April 1<sup>st</sup> to October 31<sup>st</sup> after reasonable proof has been shown by the Employer that the system did not work without standby during this period, and following discussions at the Labour/Management Committee level.
- (2) If an Employee on standby wishes to exchange standby with another Employee for part of the standby shift, such arrangements shall be negotiated between the and the Supervisor will be notified of such change.

19.11 Instead of cash payment for overtime, an Employee may choose to receive time off, to a maximum of 16 hours at any one time, at the current applicable overtime rate at a mutually agreeable time. Such time off may not be carried forward from the current fiscal year into the next. Employees shall be paid any increase in wage on their regular pay for the period the overtime is done.

## **ARTICLE 20 - HOLIDAYS**

20.01 The Employer recognizes the following as paid holidays:

New Year's Day	Remembrance Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Labour Day	Canada Day
Easter Monday	Thanksgiving Day
First Monday in August	Heritage Day

And any other day proclaimed as a holiday by the Federal, Provincial or Municipal (Town) Government.

In order to qualify for pay, an Employee must work the working day immediately preceding and the working day immediately following the holiday except if the Employee has permission from the Employer or can produce evidence that absence was due to illness or unavoidable circumstances.

Part-time Employees shall receive holiday pay on a pro-rata basis, based upon the previous thirty (30) calendar days.

20.02 When any of the above noted holidays falls on a Saturday, and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

20.03 When any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

20.04 If any of the above mentioned holidays should fall on an Employee's regular day off, the Employee shall receive holiday pay equal to one day's pay, or shall receive another day off with pay, at a time mutually agreed upon between the Employee and the Employer.



## **ARTICLE 21 - VACATIONS**

21.01 An Employee shall receive annual vacation with pay on a calendar year basis in accordance with his years of employment, as follows:

- first two years - two weeks (10 working days)
- after two years - three weeks (15 working days)
- after ten years - four weeks (20 working days)
- after fifteen years - four and one-half weeks (22 and one-half working days)
- after twenty years - five weeks (25 working days)
- after twenty-five years - five weeks plus one day (26 working days)
- after twenty-six years - five weeks plus two days (27 working days)
- after twenty-seven years - five weeks plus three days (28 working days)
- after twenty-eight years - five weeks plus four days (29 working days)
- after twenty-nine years - six weeks (30 working days)

Vacations are to be taken on a calendar year basis. In the first year or part thereof to December 31<sup>st</sup> a pro-rated portion of two weeks (10 working days) will be taken. In the third, eleventh, fifteenth, twenty-first and twenty fifth and beyond calendar years, the vacation will be prorated in accordance with the anniversary date. Vacations must be taken in the year in which they become due. Carryover of vacation may be granted on an individual basis. Where granted, arrangements will be mutually agreed between Employee and Employer.

Vacation will not accumulate during an unpaid leave of absence, during lay-off, or while on Workers' Compensation for more than twelve (12) consecutive months.

21.02 If a paid holiday falls or is observed during an Employee's vacation period, the Employee shall be allowed an additional vacation day with pay at a time mutually agreed upon by the Employee and the Employer. If agreement on the time off cannot be reached within 60 days, the Employee shall be paid for the holiday at the regular rate of pay.

21.03 Vacation pay for each week of vacation shall be at the Employee's weekly rate.

- 21.04 An Employee terminating employment at any time in the Employee's vacation year, before the Employee has had vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. An Employee terminating employment at any time in the Employee's vacation year after taking vacation shall have the period of notice and/or final termination pay adjusted accordingly to reflect that proportion of the vacation unearned.
- 21.05 Vacation schedules shall be posted by April 1 of each year with vacations being on a seniority basis and shall not be changed unless mutually agreed upon by the Employee and the Employer. Vacations shall commence immediately following the Employee's regularly scheduled days off, unless mutually agreeable. After April 1<sup>st</sup>, vacations shall be awarded on a first come first serve basis if the list has not been completed.
- Seasonal Employees shall receive their vacation pay with each pay. It shall be calculated on the basis of two percent (2%) of their earnings for each week of entitlement set out in Article 21.01 herein. Such Employees shall not be granted paid time off for vacations.
- 21.06 An Employee shall be entitled to receive vacation in an unbroken period except when an Employee has more than four weeks' vacation, in which case it may be required that the vacation days in excess of four weeks be taken at another time in the year. Vacations shall be granted on the basis of seniority. The Employer shall have the right to determine the number of Employees in each department who can be on vacation at one time, but not less than two. In the case of the Custodians, the Water Commission, and the Arena Attendants during the Arena winter operation, only one from each of these groups would be allowed on vacation at one time.
- 21.07 No Employee shall be required to work during the scheduled vacation period. However, should an Employee agree to work when requested during the scheduled vacation, the Employee shall be paid at double the regular rate of pay in addition to the vacation pay for the day.

## **ARTICLE 22 - SICK LEAVE PROVISIONS**

- 22.01 Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, under examination or treatment of a physician, chiropractor, or dentist because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 22.02 Eighteen (18) days sick leave per year shall be earned by an Employee at the rate of one and one-half (1 ½) days for every calendar month or part thereof, while in receipt of wages from the Employer.
- 22.03 The unused portion of an Employee's sick leave shall accumulate to a maximum of one hundred and eighty (180) working days, for his future benefit.
- 22.04 A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave. Absence on account of illness of less than one quarter (1/4) of a day shall not be deducted. Deductions shall be rounded to the next lower one-quarter (1/4) days.
- 22.05 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 the Employee was unable to carry out duties due to illness.

Where the Employer observes that an Employee's sick leave absenteeism is excessive (that is consistently above the bargaining unit average and all attempts to reduce usage fail) and/or possibly being used in questionable circumstances, the Employer shall meet with the Union to explain its position. If not resolved, then they may require a medical prognosis from an independent medical practitioner. When an Employee is directed to such independent medical practitioner, all expenses incurred in attending such appointment, shall be paid by the Employer.

- 22.06 In the case of an absence of an Employee due to sickness, the Employee's supervisor must be notified by the time the Employee would normally have commenced work. In the case of an Employee leaving the job because of sickness, the Employee's supervisor must be notified immediately. In the event a failure to so notify is not legitimate, the Employee shall not be entitled to sick

pay for that day. The Employer reserves the right to investigate any reported illness of an Employee.

- 22.07 When an Employee is given leave of absence for any reason (except Article 23.02) without pay, he shall not receive sick leave credit for the period of such absence. When an Employee is laid off, he shall not receive sick leave credits for the period of the layoff. In both cases, the Employee shall retain the cumulative credit, if any, existing at the time such absence or lay-off commenced.
- 22.08 Immediately after the close of each calendar year, the Employer shall advise each Employee in writing of the amount of sick leave accrued to the Employee's credit.
- 22.09 An Employee covered by this Agreement who has completed a minimum of five (5) years service with the Employer and leaves employment, regardless of the reason, shall receive payment for twenty-five percent (25%) of the Employee's accumulated sick leave (maximum 150 days). After completion of ten (10) years service, an Employee shall receive payment for 50% of his accumulated sick leave (maximum 150 days).
- 22.10 Leave for Family Illness
- In case of illness of a member of any Employee's immediate family as defined in Article 23.03 (a), an Employee may be granted up to 32 hours sick leave annually. Leave shall be deducted from accumulated sick leave credits.
- 22.11 The Parties agree that if an Employer requires a certificate from a medical practitioner and the medical practitioner requires a fee for a written confirmation that the Employee was unable to carry out their duties due to illness, the Employer will pay any cost associated for the confirmation.

## **ARTICLE 23 - LEAVE OF ABSENCE**

- 23.01 The Employer agrees that where permission has been granted to a representative of the Union to leave employment temporarily in order to carry out negotiations with the Employer or with respect to a grievance, the Employee shall suffer no loss of regular earnings for the time so spent.

- 23.02 Upon request, the Employer agrees to grant a leave of absence to a maximum of ten (10) working days per year without pay, but without loss of benefits and seniority, to one Employee elected or appointed to represent the Union at conventions or to one Employee in order that the Employee may attend Executive and Committee meetings of CUPE, and its affiliated or chartered bodies
- 23.03 Employees covered by this Agreement shall be entitled to the following Bereavement Leave:
- (a) When a death occurs in an Employee's immediate family he shall be granted four (4) working days with no loss of regular earnings following the date of death. Immediate family includes father, mother, spouse, same sex partner, common law spouse, brother, sister, son, daughter, father-in-law, mother-in-law, step-parents, step-children, and foster children.
  - (b) Employees shall be granted one (1) day off with pay when there is a death of a relative who is not a member of his immediate family. This includes grandfather, grandmother, grandson, granddaughter, brother-in-law and sister-in-law, provided such day is a normal working day.
  - (c) On the death of any other relative, former and fellow Employees, and close friends, Employees may be granted one working day off with pay to attend the funeral.
  - (d) An Employee shall be granted two (2) additional days bereavement leave with no loss of regular earnings, provided they are regular working days, on the death of a member of the immediate family outside the Province and the Employee attends the funeral, where such additional leave is required for reasonable travel to and from the funeral.
  - (e) The Employer may grant additional bereavement leave with or without pay depending upon the circumstances.
- 23.04 The Employer shall grant leave of absence without loss of seniority benefits to an Employee who serves as a juror or witness in any court. The Employer shall pay such an Employee the difference between the Employee's normal earnings and the payment the Employee receives for jury service or court witness, excluding payment for traveling, meals, or other expenses. The Employee will

present proof of service and the amount of pay received. Time spent by an Employee required to serve as a court witness in any matter arising out of the Employee's employment shall be considered as time worked at the appropriate rate of pay.

- 23.05 An Employee shall be allowed the necessary time off with pay to process their personal Canadian citizenship application.
- 23.06 An Employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade employment qualification, if they are relevant to the Employee's employment and as a result permission is given.
- 23.07 An Employee shall be permitted a leave of absence without pay and benefits and without loss of seniority when the Employee requests such leave for good and sufficient cause. Such request shall be in writing and valid if approved by the Employer.
- 23.08 Parental Leave
- An Employee shall be entitled to all parental leave as provided by the applicable legislation.

#### **ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES**

- 24.01 (a) Employees shall receive payment by direct deposit for wages earned by Employees on Friday of every week in accordance with Schedule "A" attached hereto and forming part of this Agreement. Employees shall receive information detailing their earnings and deductions no later than the day the deposit is made to their bank account.
- (b) The work week for pay purposes shall be 12:01 on Monday to 11:59 pm on Sunday.
- 24.02 Any Employee covered by this Agreement who is temporarily assigned to another position, except the Mechanic/Operator position, for which the rate of pay is higher than the rate of pay for such Employee's regular position, shall receive the higher rate of pay for the day.
- 24.03 Any Employee covered by this Agreement who is temporarily assigned to another position for which the rate of pay is lower than

the rate for such Employee's regular position, shall receive the regular rate of pay while so employed and not the rate of pay for the temporary assignment.

24.04 A mechanic required by the Employer to use personal tools in the course of the Employer's business shall receive an allowance of four hundred fifty dollars (\$450.00) per year for the purpose of maintaining and upgrading such personal tools.

24.05 An Employee shall be given six months notice or six months pay, at the option of the Employer, and if the Employee finds employment during the six months, the Employee may terminate without notice if the Employer:

- (1) ceases wholly or partly the operations,
- (2) merges with another Employer,
- (3) changes operating methods

And the Employer is unable to provide work for displaced Employees at the same regular rate of pay in a comparable class of work.

## **ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION**

25.01 Existing classifications shall not be eliminated by the Employer without prior agreement with the Union. The Union shall be given the opportunity to offer input and comments on any changes to job descriptions and requirements where such changes would materially alter the present descriptions and requirements.

25.02 For any position not covered by Schedule "A", which may be established during the life of this Agreement, or if existing job duties are substantially changed, the rate of pay shall be subject to negotiation between the Employer and the Union. If the parties are unable to agree on the rate of pay for the position/classification, the matter may be referred to grievance. The rate shall become retroactive to the day the position was first filled by an Employee.

## **ARTICLE 26 - EMPLOYEE BENEFITS**

26.01 The Employer agrees (subject to the provisions of the Plans) that it will continue to pay its share of Pension and Medical premiums, provided the Employee continues to pay his/her share of premiums, for a maximum period of one (1) year for Employees who are on an authorized leave of absence or are in receipt of Workers' Compensation.

An Employee shall be entitled to be paid out of accumulated sick leave while waiting for receipt of Workers' Compensation benefits.

Such payment shall be made subject to Workers' Compensation Board Regulations and provided that there is no additional cost or penalty to the Employer.

26.02 In addition to Canada Pension Plan, every Employee shall participate in the Pension Plan of the Employer, in accordance with the Town of Kentville Pension By-law and subject to the provisions of the Plan.

The Parties shall meet during the term of the Agreement to discuss the Pension Plan, including contributions, options and alternatives for improvement of the benefits. Employees shall receive the same Pension increase provided to other Town Employees.

For the purpose of meeting the contribution requirements set out in the Article above the following shall be included: gross salary, monetary benefits including overtime, call out pay, minimum reporting pay, stand-by pay, statutory holidays, approved leave of absence with pay, and acting pay when assuming the position of a higher rated job.

26.03 Subject to provisions of the Plans, the Employer shall provide a Group Insurance Plan, including Life Insurance, Long Term Disability, Dental and Health, for the benefit of Employees. Employees are required to join the Plan subject to the terms and conditions of the Plan. Employees shall pay 100% of the premium for the Long Term Disability and Life Insurance, and a portion of the cost of the balance of the Group Insurance Plan which results in the Employee paying one half the cost of the complete Plan.

26.04 Following the transition to the MSPP, each eligible Employee shall continue to contribute to the existing retirement arrangement, but



in the amount 2%. The Employee's shall contribute 5% to the MSPP. The Employee's contribution shall be automatically deducted from each pay by the Employer. The Employer shall contribute 5.5% to the MSPP, 1.5% to the existing retirement plan. The Parties agree that the total contributions for retirement savings through the MSPP and the existing retirement arrangement shall be 7% of gross annual earnings by the Employer and 7% of gross annual earnings for each eligible Employee.

- 26.05 (a) "Plan" means the Multi-Sector Pension Plan
- (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition:
- i) the straight time component of hours worked on a holiday; and
  - ii) holiday pay, for the hours not worked; and
  - iii) vacation pay; and
  - iv) sick pay paid directly by the Employer (but not short term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and
  - v) overtime
- All other payments, premiums, allowances and similar payments are excluded.
- (c) "Eligible Employee" means all employees in the bargaining unit.
- 26.06 Any improvements that are made for any other group of Town of Kentville Employees regarding benefits will be extended to the Employees covered under this Agreement.

## **ARTICLE 27 - SAFETY AND HEALTH**

- 27.01 The Union and the Employer shall cooperate in improving rules and practices which will provide adequate protection to Employees engaged in hazardous work.
- 27.02 The Town and the Union agree that the Employees covered by this Agreement shall be covered by the Nova Scotia Occupational Health and Safety Act.

- 27.03 Employees working in any unsanitary or dangerous jobs shall be supplied with the tools, safety equipment, and protective clothing deemed necessary by the Employer.
- 27.04 No Employee shall be disciplined for refusal to work on a job which in the opinion of the Occupational Health and Safety Committee is unsafe.
- 27.05 The Employer and the Union shall be notified of each accident or injury, which shall be investigated as soon as possible as to the nature and cause of the accident or injury.
- 27.06 An Employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at the regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the Employee is fit for further work on that shift. An Employee who has received payment under this Section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.
- 27.07 A First Aid Kit shall be supplied by the Employer to each mobile unit of Employees and in other appropriate locations of the Employer.

## **ARTICLE 28 - TECHNOLOGICAL AND OTHER CHANGES**

- 28.01 The Employer agrees to notify the Union three months before the introduction of any technological or other change which would have a significant impact on the work and/or working conditions of the Employees covered by this Agreement.

## **ARTICLE 29 - JOB SECURITY**

- 29.01 In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services normally performed by the Employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part to any other plant, person, company, or non-unit Employee which will reduce the present staff or reduce the hours of work for Employees in the bargaining unit.

## **ARTICLE 30 - UNIFORM AND CLOTHING ALLOWANCE**

- 30.01 (a) The Employer agrees to provide to all Employees gloves, rain gear and a maximum of two (2) pairs of coveralls or overalls or two (2) sets of work shirts and pants per year at no cost to the Employees.
- (b) In lieu of one of the above "pairs" or "sets", Employees may choose one set of winter coveralls or one winter parka.
- (c) An Employee may request an additional "set" or "pair" from their department head.
- 30.02 (a) The Employer agrees to provide each Employee with safety boots to a maximum of two (2) pair per Employee per year. The first pair will be provided at no cost to the Employee but the Employee will pay one-half (1/2) the cost of the second pair.
- (b) An Employee may request an additional pair of boots from their department head.
- 30.03 Safety rubber boots shall be supplied by the Employer at no cost.
- 30.04 The Employee shall be responsible for the care of all equipment issued to him, and shall return such equipment to the Employer on request, or when replacement is required.
- 30.05 All damage to clothing supplied by the Employer is to be reported immediately to the Employer. Any clothing/boots supplied by the Town that is damaged beyond the normal wear and tear shall be replaced as per Article 30.04.

## **ARTICLE 31 - GENERAL CONDITIONS**

- 31.01 Proper accommodation shall be provided for Employees to have their meals and store and change their clothes.
- 31.02 The Employer shall provide bulletin boards which shall be placed so that all Employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.
- 31.03 The Employer shall supply all tools and equipment required by Employees in the performance of their duties, as deemed necessary

by the Department head. Replacement will be made by producing the worn or broken tool.

- 31.04 The time limits in this Agreement may be extended on mutual written agreement of both parties. The request for such extension shall be in writing.
- 31.05 For Employees working on shifts other than eight (8) hours a day vacation/sick leave is calculated based on the Employees scheduled shift length. For clarity, this means, for example, that an Employee working a ten hour shift uses ten (10) hours of vacation/sick leave for each day of vacation/sick leave taken.
- 31.06 Union Bulletin Boards  
The Employer will provide a Union bulletin board in each worksite.

### **ARTICLE 32 - EMPLOYEE ASSISTANCE PROGRAM**

- 32.01 The Parties agree that without detracting from the rights and obligations of this Agreement to cooperate in assisting and encouraging Employees to seek assistance through the Employee Assistance Program.

### **ARTICLE 33 - PRESENT CONDITIONS AND BENEFITS**

- 33.01 All rights, benefits, privileges and working conditions which Employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this agreement but may be modified by mutual agreement between the Employer and the Union.
- 33.02 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of the 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 reopen the pertinent parts of the Agreement for negotiation.
- 33.03 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to recommend that:

- (1) Employees shall be credited with all seniority rights with the new Employer;
- (2) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer;
- (3) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer, and
- (4) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.

33.04 The Employer shall pay the fees for all certifications and Class 3 drivers' licenses, including the cost of any related physical examination required by the Employer and/or the Department of Labour and Advanced Education for each Employee who is required to renew such certifications and licenses as a requirement of their classification.

33.05 (a) The Employer shall make available to the Employee and pay for the continuing Education Units required for Employees to obtain and maintain their water, wastewater and refrigeration certification.

(b) Employees may submit a request for a particular educational opportunity to their Department Head. The Department Head will respond to the request within 10 working days.

#### **ARTICLE 34 - TERM OF AGREEMENT**

34.01 This Agreement shall be binding and remain in effect from the date of signing to March 31, 2019, and shall continue from year to year thereafter unless either Party gives to the other Party notice to bargain in writing between the period of 30 and 90 days prior to the expiry date of the Agreement. The Parties shall enter into negotiations for a new Agreement within 20 working days of receipt of such notice. Wage increases only shall be retroactive to April 1, 2015.

34.02 Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement.

34.03 Any mutually agreed written changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

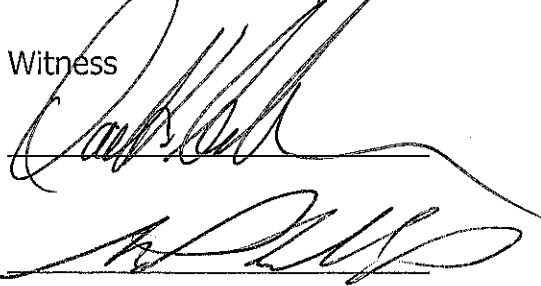
34.04 Retroactive Pay  
Employees who work any hours between the termination date of this Agreement and the effective date of the new agreement shall receive the full retroactivity of any increase in wages for all the time they worked with the exception of Employees who quit or are terminated by the Employer before the new agreement is signed.

**ARTICLE 35 - SIGNATORIES**

DATED at Kentville, Nova Scotia this 31 day of July, 2015.

TOWN OF KENTVILLE, N.S.

Witness

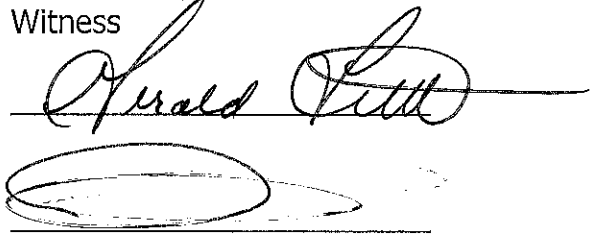


Yves Whynot

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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4403

Witness



LeRoy Dillmore

Richard Boye

## SCHEDULE A

### CLASSIFICATIONS AND WAGES

PUBLIC WORKS DEPARTMENT:

<b>CLASSIFICATION</b>	<b>Current</b>	<b>April 1, 2015</b>	<b>April 1, 2016</b>	<b>April 1, 2017</b>	<b>April 1, 2018</b>
		2.5% or COLA*	2.5% or COLA*	2.5% or COLA*	2.5% or COLA*
Senior Lead Hand	27.14	27.82	28.52	29.23	29.96
Mechanic/Operator	24.28	24.89	25.51	26.15	26.80
Operator/Labourer	22.88	23.45	24.04	24.64	25.26
Skilled Labourer	20.40	20.91	21.43	21.97	22.52
Truck Driver	19.15	19.63	20.12	20.62	21.14
Labourer	18.77	19.24	19.72	20.21	20.72

\* Whichever is greater

Wastewater Collections Certificate OIT - \$520.00 non-renewable

Class I - \$1560.00 payable annually

Class II - \$2080.00 payable annually

The CPI factor used for this calculation shall be the average CPI for Nova Scotia (all jobs) as reported by Statistics Canada for the 12 month period beginning March of the prior year to February of the current year.

- Temporary and Casual Employees shall be paid between the Minimum Wage and the Labourer Rate of pay.
- Probationary Employees will be paid \$0.25 less per hour than the rate for the classification for which the Employee is engaged.
- Acting Lead Hand will be paid ten (10%) percent more than the rate for the Employee's classification in accordance with Article 16.09.
- Water meter reading will be paid the Skilled Labourer rate while so employed.
- Acetylene and electric welding and cutting will be paid at \$1.25 more per hour than the Operator/Labourer rate for the time the Employee is actually welding and cutting (minimum of one hour). Welding will be done on a seniority basis, in accordance with qualifications and availability, except when training is being carried out or when welding is being done in relation to the Mechanic's work.
- The Downtown Maintenance position shall be paid at the Labourer rate.

**PARKS & RECREATION DEPARTMENT:**

<b>CLASSIFICATION</b>	<b>Current</b>	<b>April 1, 2015</b>	<b>April 1, 2016</b>	<b>April 1, 2017</b>	<b>April 1, 2018</b>
		2.5% or COLA*	2.5% or COLA*	2.5% or COLA*	2.5% or COLA*
Arena Chief Attendant		22.91	23.48	24.07	24.67
Arena Attendant 1	20.16	20.66	21.18	21.71	22.25
Arena Attendant 2/Small Equipment Operator	17.04	17.47	17.91	18.36	18.82
Maintenance	19.98	20.48	20.99	21.51	22.05
Park Attendant	14.95	15.32	15.70	16.09	16.49

\* Whichever is greater

The CPI factor used for this calculation shall be the average CPI for Nova Scotia (all jobs) as reported by Statistics Canada for the 12 month period beginning March of the prior year to February of the current year.

- Temporary and Casual Employees shall be paid between the Minimum Wage and the Park Attendant Rate of pay.
- Probationary Employees will be paid \$0.25 less per hour than the rate for the classification for which the Employee is engaged.
- Should the Town hire a Horticultural Attendant, this position will be paid at the same rate as an Arena Attendant 2.
- Acting Facility Manager will be paid ten percent (10%) more than the rate for the Employee's classification in accordance with Article 16.09.

Arena Chief Attendant – a premium of \$2.25 above the Arena Attendant 1 will be paid to the Arena Chief for all hours worked for a minimum of six (6) months each year to mirror the plant schedule. The other months the wage will revert back according to their qualifications.



WATER COMMISSION:

<b>CLASSIFICATION</b>	<b>Current</b>	<b>April 1, 2015</b>	<b>April 1, 2016</b>	<b>April 1, 2017</b>	<b>April 1, 2018</b>
		2.5% or COLA*	2.5% or COLA*	2.5% or COLA*	2.5% or COLA*
Water Operator, Level 2	24.75	25.37	26.00	26.65	27.32
Water Operator, Level 1	22.96	23.53	24.12	24.72	25.34

\* Whichever is greater

The CPI factor used for this calculation shall be the average CPI for Nova Scotia (all jobs) as reported by Statistics Canada for the 12 month period beginning March of the prior year to February of the current year.

- Temporary and Casual Employees shall be paid between the Minimum Wage and the Labourer Rate of pay.
- Probationary Employees will be paid \$0.25 less per hour than the rate for the classification for which the Employee is engaged.

CUSTODIANS:

<b>CLASSIFICATION</b>	<b>Current</b>	<b>April 1, 2015</b>	<b>April 1, 2016</b>	<b>April 1, 2017</b>	<b>April 1, 2018</b>
		2.5% or COLA*	2.5% or COLA*	2.5% or COLA*	2.5% or COLA*
Custodian	18.66	19.13	19.61	20.10	20.60
Assistant Custodian	12.69	13.01	13.31	13.67	14.01

\* Whichever is greater

The CPI factor used for this calculation shall be the average CPI for Nova Scotia (all jobs) as reported by Statistics Canada for the 12 month period beginning March of the prior year to February of the current year.

- Temporary and Casual Employees shall be paid between the Minimum Wage and the Assistant Custodian Rate of pay.
- Probationary Employees will be paid \$0.25 less per hour than the rate for the classification for which the Employee is engaged.

## **LETTER OF AGREEMENT**

### **WASTEWATER COLLECTION CERTIFICATION**

Pursuant to the provisions of the *Water and Wastewater Facilities and Public Drinking Water Supplies Regulations* made under sections 66 and 110 of the *Environment Act, S.N.S. 1994-95, c. 1*, an operator of a wastewater collection facility must be duly certified.

The Town of Kentville (hereinafter referred to as the "Employer") intends to have members of the public works department certified as wastewater collection operators and the Employer has put in place a Transition Plan to facilitate the certification process.

The Employer and the Union have agreed that the following amounts of remuneration (in addition to regular salary and benefits) shall be payable to those members of the public works department that achieve the following levels of certification in wastewater collection:

Operator-in-Training Certificate:	\$520.00 non-renewable
Class I:	\$1,560.00 payable annually
Class II:	\$2,080.00 payable annually

The Employer and the Union agree that an Employee who achieves the operator certification certificate of Operator-in-Training shall receive a one-time payment of \$520.00 payable either as a lump sum or in equal weekly installments over the period of one (1) year.

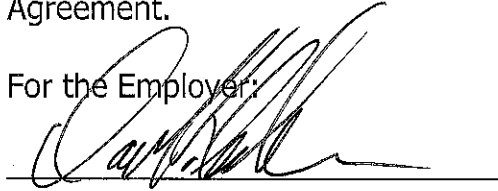
The Employer and the Union agree that an Employee who achieves the operator certification certificate of Class I Wastewater Collection Operator shall receive a total annual payment of \$1560.00 payable either as a lump sum or in equal weekly installments over the period of one (1) year and, provided that the Employee maintains the status of Class I Wastewater Collection Operator, the Employee shall receive the same payment in each successive year.

The Employer and the Union agree that an Employee who achieves the operator certification certificate of Class II Wastewater Collection Operator shall receive a total annual payment of \$2,080.00 payable either as a lump sum or in equal weekly installments over the period of one (1) year and, provided that the Employee maintains the status of Class II Wastewater Collection Operator, the Employee shall receive the same payment in each successive year.

The Employer and the Union agree that the above mentioned payments are considered separate and apart from the regular salary, wages and benefits payable to the Employees and that, as such, these payments do not affect the calculations of overtime wages, standby-rates, pension contributions and other similar benefits.

This Letter of Agreement is hereby agreed and signed by the parties in Kentville, Nova Scotia this 31st day of July, 2015 and is part of the Collective Agreement.

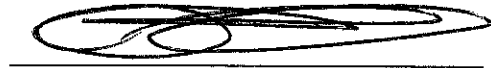
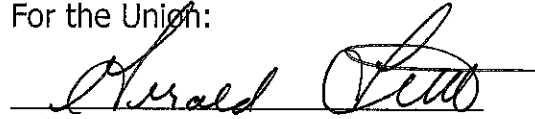
For the Employer:



Sted Whynot

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For the Union:



LeRoy Dillmore

Richard Boye

**LETTER OF AGREEMENT**

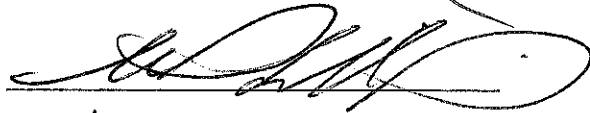
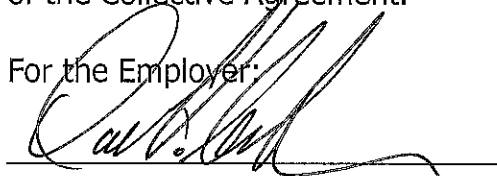
**RICHARD BOYD**

The Parties agree that should the Senior Lead Hand, Richard Boyd, leave that position, the position will be phased out.

Should a new Foreman position be created in the Public Works Department, then the position of Senior Lead Hand will be eliminated and incumbent, Richard Boyd, shall be offered the Foreman position. Should he decline, he shall be paid at the Operator/Labourer rate of pay.

This Letter of Agreement is hereby agreed to by the parties and signed by the parties at Kentville, Nova Scotia, this 31<sup>st</sup> day of July 2015, and is part of the Collective Agreement.

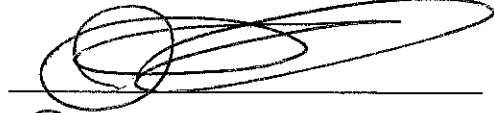
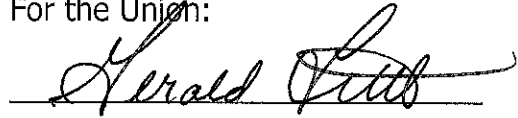
For the Employer:



Fred Whynot

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For the Union:



DeRay Hill

Richard Boyd

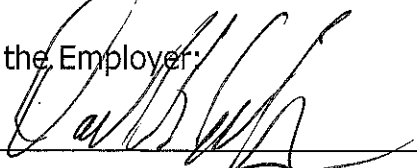

**LETTER OF AGREEMENT**

**PUMPKIN PEOPLE – GERALD LITTLE**

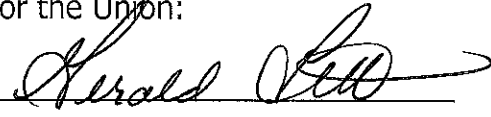
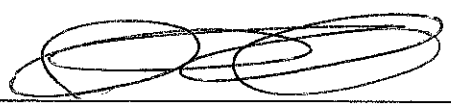
The Parties agree that during the months of September and October the Town of Kentville will pay a premium of \$2.00 per hour for all hours worked.

This Letter of Agreement is hereby agreed to by the parties and signed by the parties at Kentville, Nova Scotia, this 31<sup>st</sup> day of July 2015, and is part of the Collective Agreement.

For the Employer:

  
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\_\_\_\_\_  
David W. Smith  
\_\_\_\_\_  
\_\_\_\_\_

For the Union:

  
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\_\_\_\_\_  
LeRoy Dillman  
\_\_\_\_\_  
Richard Boyo  
\_\_\_\_\_

**LETTER OF AGREEMENT**

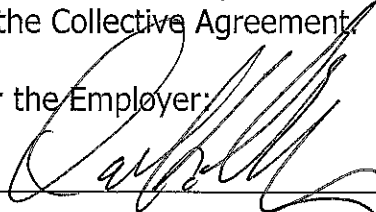
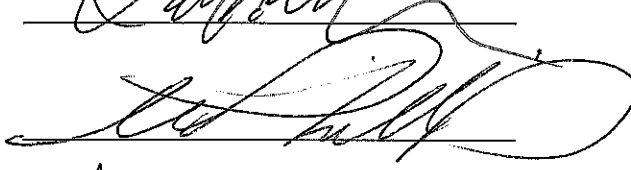
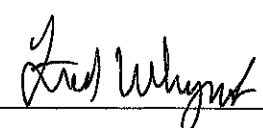
**STANDBY RATE AND DUTY FOREMAN**

The Parties agree that the Employees who receive the Public Works Standby Rate shall be enumerated on a weekly basis at a rate equal to eight (8) times the current hourly rate of the Senior Lead Hand. This amount will be increased each April 1 to stay in line with the increases negotiated.

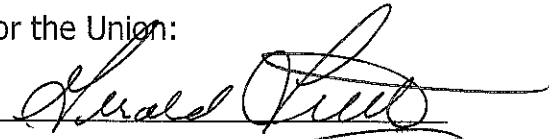
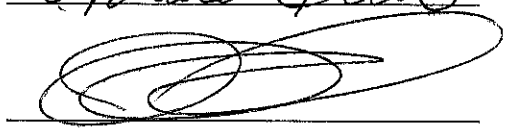
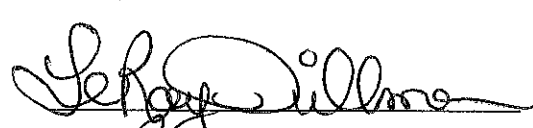
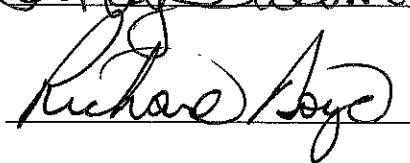
The Parties agree that the Employees who are eligible shall be paid the Duty Foreman rate of \$209.73 as of April 1, 2015 with increases to be given according to the yearly increases as reflected in Schedule A.

This Letter of Agreement is hereby agreed to by the parties and signed by the parties at Kentville, Nova Scotia, this 31<sup>st</sup> day of July 2015, and is part of the Collective Agreement.

For the Employer:

  
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For the Union:

  
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