



**COLLECTIVE AGREEMENT**

**between**

**CUPE LOCAL 2618**

**and**

**MUNICIPALITY OF THE COUNTY OF KINGS**

Effective November 1, 2020 - October 31, 2024

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This Agreement made on this 9 day of April, 2021.

BETWEEN the Municipality of the County of Kings, hereinafter referred to as the  
"Employer"  
Party to the First Part,

and

The Canadian Union of Public Employees Local 2618, hereinafter referred to as the  
"Union"  
Party to the Second Part.

## **Article 1 – Preamble**

- 1.1 It is the purpose of both Parties to this Collective Agreement to:
  - 1.1.1 Maintain and improve harmonious relations between the Employer and the Union;
  - 1.1.2 Recognize the mutual value of joint discussions on matters pertaining to working conditions, employment, wages and benefits as set forth in this Collective Agreement;
  - 1.1.3 Maintain and improve efficiency which will foster maximum service to the public;
  - 1.1.4 Facilitate the peaceful adjustment of grievances and disputes; and
  - 1.1.5 Promote the morale, well-being, safety and security of all Employees in the Bargaining Unit in accordance with the applicable provisions of this Collective Agreement.

## Article 2 – Management Rights

- 2.1 The Parties agree that it is the exclusive right of the Employer to manage and direct the workforce except as specifically limited by this Collective Agreement.
- 2.2 The Union recognizes that it is the right of the Employer to manage the affairs of the operation and to direct the workforce and, without restricting the generality of the foregoing, the Union acknowledges it is the function of the Employer to:
  - 2.2.1 Maintain order, discipline and efficiency;
  - 2.2.2 Hire, promote, demote, discipline, suspend, lay off, or discharge any Employee covered by this Collective Agreement, provided that a claim that an Employee has been demoted, disciplined, suspended discharged without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided;
  - 2.2.3 Determine the nature and kind of services to be provided by the Employer and methods, procedures, equipment, materials and workforce to be used providing these services; and
  - 2.2.4 Study or introduce new or improved methods, policies, standard operating procedures or facilities, to determine schedules of work, kinds and locations of machines, tools and equipment to be used, the control of materials and parts, the extension, limitation, curtailment or cessation of operations in whole or in part, to contract out work, and all matters concerning the operation of the Employer's business not specifically restricted in this Collective Agreement.
- 2.3 The Employer shall not exercise its rights or direct the workforce in an arbitrary, unreasonable, or discriminatory manner.

### Article 3 – Recognition

- 3.1 The Employer recognizes CUPE Local 2618 as the bargaining agent for all Full-Time and regular Part-Time Employees as described in Certification Order L.R.B. 3061 and 4484, except Employees excluded by the Orders, Managers/Directors, Employees represented by another Union or another Local and anyone else excluded by the *Trade Union Act* or by any provisions of this Collective Agreement.
- 3.2 For greater clarity, the list of currently excluded positions is attached as Appendix D.
- 3.3 No Employee shall make a written or verbal agreement with the Employer or its representative that violates this Collective Agreement.
- 3.4 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when negotiating with the Employer or on any occasion mutually agreed. That agreement shall not be unreasonably denied.
- 3.5 The Parties recognize and acknowledge the lack of clear delineation between Bargaining Unit work and managerial and supervisory functions in many aspects of the Employer's work. In many cases, managerial and supervisory functions include planning, consultation, revision, and collaboration alongside Bargaining Unit members in the performance of the Municipality's work. As such, with the exception of those exercising managerial or supervisory functions, persons who are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except in cases mutually agreed upon by the Parties, or in cases of unusual circumstances or emergencies when Bargaining Unit members are not reasonably available to do the work.

In no case, with the exception of those exercising managerial or supervisory functions, shall persons not in the Bargaining Unit do work on jobs which are included in the Bargaining Unit if such work would result, directly or indirectly, in the non-posting of a vacant position, reduction of the regular hours of work or regular pay of any Employee in the Bargaining Unit. A Term, Grant, or Casual Employee shall not be used for the purpose of avoiding filling permanent vacancies.

## Article 4 – Definitions

- 4.1 "Employee" is an Employee in the Bargaining Unit and covered by this Collective Agreement.
- 4.2 "Full-Time Employee" is an Employee who has successfully completed the required probationary period and maintains continuous regular employment status by working full-time hours weekly.
- 4.3 "Part-Time Employee" is an Employee who has successfully completed the required probationary period and maintains continuous regular employment status but works less than full-time hours weekly.
- 4.4 "Term Staff" is a person who has been hired for a defined period of time up to one (1) year but is not filling another Employee's position. Such persons shall not remain in a term position for more than one (1) year without consultation and agreement with the Union. Term Employees are not covered by the Collective Agreement.
- 4.5 "Probationary Employee" is an Employee who has been hired but has not completed the six-month probationary period. A probationary Employee may be terminated at any time during the probationary period without the Employer having to establish just cause. A probationary Employee is covered by this Collective Agreement except for Articles 11, 12 and 26 (as stipulated in the respective Articles).
- 4.6 "Temporary Employee" is an Employee who has been hired for a period of three (3) months or more to perform the duties of an Employee who is absent from work. Temporary Employees will be granted benefits on the same basis as Full-Time Employees. These Employees are not entitled to recall. Temporary positions may be ended at any time. Temporary Employees may be subject to termination without the Employer having to establish just cause during the first six months of a term.
- 4.7 "Casual Employee" is a person hired on a short-term basis to fill in for an Employee who is absent for a period of less than three (3) months, or for some other reason. Casual Employees are not covered by the Collective Agreement.
- 4.8 "Student Staff" is a person who works on a short term basis, not to exceed four (4) months or the duration of their Co-op Program/placement, whichever is greater, with the Employer and is registered as a student in an educational institution or is registered to begin as a student in an educational institution. "Student Staff" shall not work to the extent that it results in the layoff of a Bargaining Unit Employee or reduces regular hours of work of a Bargaining Unit Employee. "Student Staff" are excluded from this Collective Agreement.



- 4.9 "Grant-paid Staff" are persons whose remuneration is paid, entirely or partly, through a grant given for job creation purposes, from an agency other than the Employer. Grant-paid Staff are excluded from this Collective Agreement.
- 4.10 "Seasonal Employee" is an Employee who is not guaranteed work year round and who is subject to layoff and recall in response to seasonal workload conditions. Seasonal Employees employed for more than twelve (12) months of total service shall be entitled to all benefits of the Collective Agreement on a pro-rated basis as applicable.
- 4.11 "Accommodation" means any adjustment in the physical environment or the terms and conditions of employment which may be required, whether permanent or temporary, pursuant to applicable human rights legislation and is subject to any changes, additions, or modifications to said legislation. Accommodations shall be provided to the point of undue hardship to the Employer.

## **Article 5 – No Discrimination**

5.1 The Employer and the Union agree that there will be no discrimination on the basis of: age; race; colour; religion; creed; sex; gender identity; gender expression; sexual orientation; physical disability or mental disability; ethnic, national or Indigenous origin; family status; marital status; source of income; irrational fear of contracting an illness or disease; political belief, affiliation or activity, or by reason of any Employee's membership in a Union, unless there is a *bona fide* occupational requirement.

### **5.2 Sexual Harassment**

The Employer and the Union and its members are committed to ensure they have a work environment in which all individuals are treated with dignity and respect. Sexual harassment refers to any conduct, comment, gesture, or contact considered to be of a sexual nature that:

- is likely to cause offense or humiliation to any individual; and
- might, on reasonable grounds, be perceived by that individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

Each individual has the right to work in a professional atmosphere that promotes equal opportunities and prohibits sexual harassment or any discriminatory practices.

### **5.3 Workplace Harassment – Discrimination**

The Employer and the Union and its members are committed to ensure they have a work environment that is free from work place harassment and discrimination. Such actions are not tolerated and will be redressed.

## **Article 6 – Union Security and Dues Check off**

6.1 On the date of signing of this Collective Agreement, all Employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union according to its Constitution and By-laws. As a condition of employment, all new Employees shall become and remain members in good standing of the Union.

6.2 The Employer agrees to deduct from the bi-weekly payroll for all Employees covered by this Agreement, the amount of Union dues required to be paid by all members of the Union who are employed by the Employer, with such amount to be certified by the Union in writing.

The Employer agrees to remit such dues deducted, together with a list of Employees from whom such deductions were made, to the Union, at its mailing address, by the fifteenth (15<sup>th</sup>) day of the month following deductions. The Employer agrees to indicate on each T-4 the amount so deducted from the Employees concerned.

6.3 The Union shall indemnify and save harmless the Employer from any liability or action of any kind whatsoever that may arise out of deductions made from the pay of an Employee pursuant to this Article 6.2 above.

6.4 The Employer shall, in writing, advise the President of the Local of all Union appointments, temporary positions, leaves of absence, resignations, retirements, changes in classification, death or other changes of status of its Employees.

6.5 Upon hire and except where the new Employee directs in writing not to provide their address, the Employer endeavours to provide the Union with the new Employee's address. The Employer shall update the Union with the Employee's address when they are given a new address for an Employee.

## **Article 7 – Employer Shall Acquaint New Employees**

- 7.1 The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and with the conditions set out in the Article dealing with Union Security and Dues Check-Off. The Employer will introduce new Employees to an executive member of the Local during the new Employee's orientation.
- 7.2 As part of the new Employee's orientation, an Executive Member of the Local Union shall be given an opportunity to meet each new Employee during regular working hours, without loss of pay and/or benefits.
- 7.3 A probationary Employee may be dismissed during the Probationary period without the Employer having to prove just cause. In such cases, the probationary Employee may access the grievance and arbitration procedure, but arbitral review shall be restricted to whether the Employer has complied with Article 5 (No Discrimination) of this Agreement.

## **Article 8 – Labour Management Committee**

- 8.1 A Labour Management Committee will be established consisting of up to three (3) Employee representatives of the Union and up to three (3) Employer representatives. In the event a CUPE National Representative attends the meeting, they do not count in the above numbers. They have a voice but no vote on matters.

The Committee will meet for the purpose of airing any issue which may arise from time to time or to discuss opportunities to better address our mutual interests. For the purpose of discussing a specific issue, either Party may invite a representative of a Service Area to the meeting to participate in its discussions.

- 8.2 The Committee shall meet at a mutually agreeable time and place on a regularly designated day every two (2) months, or on other occasions as mutually agreed.

An agenda of the matters proposed to be discussed at any meeting will be exchanged by the Parties at least three (3) working days prior to the meeting.

These meetings shall normally be held during working hours. Employees engaged in meetings with this Committee during their normal working hours shall suffer no loss of pay and/or benefits for time spent in such meetings.

- 8.3 Two (2) copies of the Minutes of each meeting of the Committee (one for each party) shall be prepared by one member of the Committee and signed if agreed, by a representative of each of the Parties who attended the meeting as promptly as possible after the meeting.

The Chair of the meeting will rotate between the Parties. The Committee shall agree on the minute taker. Where the Committee appoints a minute taker who is not already a member of the Committee, such person shall not have a voice nor participate the business of the Committee.

- 8.4 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 discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **Article 9 – Grievance Procedure**

- 9.1 A grievance shall be defined as a difference of interpretation of this Agreement concerning its meaning, application, administration, or alleged violation.
- 9.2 In performing duties under this Collective Agreement, Stewards shall:
- 9.2.1 carry out their regular work duties as required by the Employer;
  - 9.2.2 not leave work during working hours to assist in processing a grievance without the permission of the Steward's immediate Manager/Director, for which permission shall not be unreasonably withheld; and
  - 9.2.3 when resuming regular duties, immediately report to the Steward's immediate Manager/Director.
- 9.3 If a grievance arises, the Parties shall process it in the following manner:

### **Informal Stage**

An Employee who has a grievance shall first endeavour to resolve the matter through discussion with the Employee's immediate Manager/Director. A Steward may be present during this discussion. Only after such discussion may a grievance be filed.

### **Meeting**

A meeting shall take place at each step beyond the informal step of the grievance process between the Employer and the Union at the Union's request. The griever shall have the right to be present at any meeting.

### **Time Limits**

Where a meeting occurs, time limits for responses begin the working day after the meeting occurs.

### **Step 1**

Failing a satisfactory settlement under the Informal Stage, the Employee shall submit the grievance in writing to the Employee's immediate supervisor within seven (7) working days of the date of the occurrence of the event giving rise to the grievance.

In the event that the Employee's immediate supervisor is a Director as contemplated at Step 2, the Employee shall submit their grievance in writing to the Human Resources Manager at Step 1. The grievance shall specify the particulars of the grievance, the Article allegedly violated, and the remedy sought. The immediate supervisor shall respond in writing to the Employee and Steward within five (5) working days of receiving the written grievance.

## **Step 2**

Failing a satisfactory settlement under Step 1, the Employee shall submit the grievance in writing to the Director of the Employee's Service Area, or the Deputy Chief Administrative Officer (CAO), or designate within five (5) working days of receiving the response from the immediate supervisor.

The grievance shall specify the particulars of the grievance, the Article allegedly violated and remedy sought. The Director shall respond in writing to the Employee and Local Union within five (5) working days of receiving the written grievance.

## **Step 3**

Failing a satisfactory settlement under Step 2, the Employee shall submit a written statement of the particulars of the grievance to the CAO within five (5) working days of receiving the response from the Manager of the Service Area. The CAO shall respond in writing, to the Employee and Local Union within five (5) working days of receiving the written grievance.

## **Step 4**

Failing a satisfactory settlement under Step 3, both Parties may agree to preventative mediation.

A grievance which is scheduled for arbitration may be referred to grievance mediation for a further attempt at resolution.

## **Step 5**

Failing a satisfactory settlement under Step 4, the Union may notify the Employer in writing of its intention to proceed with arbitration. Such notification shall be made within ten (10) working days of receipt of the decision of the CAO. Such notification shall include a suggested arbitrator(s).

- 9.4 The Steward and the grievor shall not suffer any loss of pay and/or benefits for time spent in the grievance procedure (up to and including Step 3) scheduled during the Employee's regular working hours.
- 9.5 Upon receipt of notice to proceed to arbitration, the Parties shall, within fourteen (14) days, agree on the selection of an arbitrator. If, at the expiry of fourteen (14) days, no arbitrator has been selected by mutual agreement, the Minister of Labour may appoint an arbitrator at the request of either Party. The costs of the arbitrator not paid by the Minister of Labour shall be shared equally between the Parties.
- 9.6 Arbitration
  - 9.6.1 With mutual agreement, the Parties may opt for a three-person arbitration board rather than a sole arbitrator.

9.6.2 The Board or Arbitrator shall determine its own procedure, but shall give full opportunity to all Parties to present evidence and make representations. The Board or Arbitrator shall render its decision as soon as it is reasonably practicable.

9.6.3 The decision of the majority of the Board of Arbitration shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board or Arbitrator shall be binding and final and enforceable on both Parties to the proceedings.

The Board or Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.

In a case of any discipline or discharge, the Board or Arbitrator shall have the right to substitute a lesser penalty.

9.7 The filing and processing of any grievance must strictly follow all steps of the grievance procedure and be within the applicable time limits.

If the grieving party does not comply with the time limit the grievance shall be deemed to be abandoned and at an end. If the responding party does not comply with a time limit the grieving party may process the grievance to the next stage. Any of the time limits in this Article may be extended by mutual agreement in writing between the Parties.

9.8 All reasonable arrangements will be made to permit the conferring Parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to a grievance.

9.9 The Employer shall supply the necessary facilities for any grievance meeting.

9.10 When an Employee who has completed the probationary period grieves a suspension or discharge, the Employee shall, within five (5) working days of the date of the suspension or discharge, file a grievance at Step 2 of the grievance procedure.

9.11 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when dealing with grievances.

### **Union Policy Grievance or Employer Grievances**

9.12 Any grievance from the Union or the Employer must be submitted in writing (including particulars of the alleged violation and remedy sought) by one or the other party directly to the CAO or Local President, as the case may be, within ten (10) working days of the event giving rise to the grievance.



A meeting shall be arranged and held between the CAO and the Local President within ten (10) working days of receipt of the grievance. If no satisfactory settlement is reached within fifteen (15) working days after that meeting, the grievance may be submitted by the grieving party to arbitration pursuant to Article 9.3, Step 5.

## **Article 10 – Union Representation**

- 10.1 The Union will supply the Employer with a current list of names of its officers or other representatives with whom this Collective Agreement may require the Employer to transact business. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom this Collective Agreement may require the Union or Employees to transact business.
- 10.2 A Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.
- 10.3 During negotiations for contract renewal, only the Union Bargaining Committee may refer items to the Employer for negotiation.
- 10.4 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, unless mutually agreed, such meeting must be held not later than twenty (20) working days after the request has been given.
- 10.5 For any time spent in bargaining which occurs during regular hours of work the Union Bargaining Committee shall not lose any pay and/or benefits. The Union Bargaining Committee shall not receive any wages for any negotiations which occur outside of the regular hours of work.
- 10.6 The four (4) members of the Union Bargaining Committee shall be granted one (1) day with pay and no loss of benefits to prepare for the bargaining provided advance notice is given by the Union. The Union will be cognizant of interference with the members work demands or special project work in the timing of the requested meeting. Approval must be granted by the CAO.

## Article 11 – Written Warnings, Suspensions, and Discharge

### Progressive Discipline

11.1 The value of progressive discipline is recognized by both the Employer and the Employee. As a matter of practice and general principle, the Employer endorses the concept of progressive discipline.

The Parties acknowledge that the Employer retains the sole right to determine, in any particular case, whether the matter is sufficiently serious to warrant disciplinary action or discharge. Employees may only be disciplined, suspended, or discharged for just cause.

The Parties acknowledge discipline and/or discharge as a result of serious acts of misconduct including, but not limited to, physical assault, sexual assault, and/or theft shall not necessarily be subject to progressive discipline.

In addressing issues of misconduct, the Employer shall adhere to the principle of progressive discipline including the following steps:

- i. verbal caution;
- ii. written warning;
- iii. suspension without pay; and the length of suspension shall be progressive based on the severity of the misconduct; and
- iv. discharge

The Employee will be told at the time that they are being given a verbal caution. The verbal caution shall be followed up by a written confirmation indicating the particulars. A copy will be presented to the Union and the Employee as soon as possible, though no later than five (5) working days after the verbal caution was given. Every effort will be made to have a steward present as the written confirmation of the verbal caution is issued. Time limits on any possible grievance shall not begin until the written confirmation of the verbal caution is given.

11.1.1 Where an Employee receives a written warning or suspension or is discharged, the Employer shall notify the Employee in writing stating the reason for the action and shall send a copy of this disciplinary notice to the Secretary of the Union.

11.2 In cases of discharge and/or discipline, except in the case of probationary Employees, the burden of proof of just cause shall rest with the Employer.

11.3 With the exception of a Verbal Caution, an Employee shall have the right to have a Steward present at any meeting being held for the purpose of implementing any disciplinary action to an Employee.

- 11.3.1 The Employer shall give the Employee advance notice of any disciplinary meeting or any meeting which may lead to discipline, to allow the Employee to arrange to have a Steward present.
- 11.4 Any disciplinary action will become a part of the Employee's record for a period of two (2) years. At the end of that time, if the Employee has not received any further discipline then the Employee's record shall be cleared of any disciplinary action.
- 11.5 An Employee has the right to review their personnel file. The Employee shall advise the Human Resources Manger (or designate) of their desire to review their personnel file. The Parties shall agree on a time within two (2) working days to view their file. An Employee may copy anything contained in their personnel file.

## Article 12 – Layoff, Recall, and Termination

12.1 A layoff is defined as an interruption in employment of more than one shift, a reduction in the regular hours of work, or a reduction in the workforce.

12.1.1 In the event of a layoff, Employees shall be laid off in reverse order of their seniority within their classification providing that the senior Employees are able to do the remaining work.

12.1.2 An Employee about to be laid off, may bump:

- The most junior Employee in the next senior ranked position equivalent or below the Employee in the same pay band for which they are qualified and able to perform the duties of the position at the time of the layoff.
- If there is none, the Employee would bump the most junior Employee in the next most senior ranking position in the next lower pay band for which they were qualified to perform the duties of the position at the time of layoff.
- This process would continue through the pay bands until the Employee finds a position for which they are qualified and able to perform the duties at the time of the layoff, and has more seniority than the person holding the position.
- The Employee would have the opportunity to look at each ranked position in the pay band in descending order before going to the next lower pay band.
- At no time will an Employee bump another Employee who has more seniority than they do.
- If two or more Employees hold the same classification the Employee who is bumped will be the most junior Employee.
- If no position is available the Employee would be on recall until one is available per Article 12.

12.1.3 When meeting with the Employee about to be laid off, the Human Resources Manager will show the Employee and their Job Evaluation Union representative the ranking of the positions as it relates to the particular situation. For the purpose of determining the ranking of a position, the Job Evaluation score ([Article 27](#)) will apply. The Employee is obligated to maintain the information they receive in strict confidence.

12.1.4 If there is uncertainty as to whether an Employee is qualified for a position in which they wish to bump another Employee, an Employee's qualification will be determined per [Article 26.5](#).

12.2 Full-Time, Part-Time, and Seasonal Employees shall be recalled in order of their seniority.

- 12.3 No new Employees shall be hired until those laid off have been given an opportunity of recall provided the laid off Employees are able to do the work.
- 12.4 The Employer shall provide at least thirty (30) calendar days' notice in writing of a layoff. The Employer reserves the right, in lieu of providing that notice, to pay wages for time that would otherwise have been worked by the Employee during any portion of the thirty (30) calendar days.
- 12.5 Where an Employee's employment is being terminated (for a reason other than a disciplinary discharge), the Employee shall be entitled to at least thirty (30) calendar days' notice in writing. The Employer reserves the right in lieu of providing the thirty (30) calendar days' notice to pay wages for time that would otherwise have been worked by the Employee during any portion of the thirty (30) calendar days.
- 12.6 Where an Employee's employment is being terminated for a reason other than just cause, resignation or retirement the Employee shall be entitled to a payment of one week's salary for each full year of service. The Employer shall offer assistance to the Employee in preparing résumés and taking other reasonable steps to become re-employed.
- 12.7 Where the Employer is implementing a change that will result in the layoff or termination of one (1) or more Employees in the Bargaining Unit, the Employer shall advise the Union of the change and allow the Union to speak on the matter if it wishes.
- 12.8 An Employee will endeavour to provide at least two (2) weeks' notice in writing of intention to terminate employment.
- 12.9 All new operators (includes Electricians/Operators and Industrial Millwrights/Operators) must receive a minimum of Level One (1) in two tickets from the Nova Scotia Department of Environment within three (3) years from their start date. Failure to get a minimum of two tickets will result in termination with cause.

*Note: if an operator receives their WWT ticket, NSE recognizes that they are deemed to have also received their WWC ticket. Receiving the WWT ticket will satisfy the conditions of this clause.*

- 12.9.1 New Operators shall be given the necessary/required experience and/or training needed to qualify for the required certifications. If the necessary/required experience/training are not provided to the Operator, then the Supervisor, Operator, Human Resources Manager, and a CUPE Executive will meet to develop a work plan with a new timeline to achieve certification with an end date no greater than three (3) years from date of the meeting.

12.9.2 If an Operator or an immediate Family Member ([as defined in 21.1](#)) has a serious illness, injury, maternity, or parental leave that requires the Operator to be absent from work for greater than six (6) months, the Operator's new anniversary date to receive their Level One (1) will be adjusted accordingly.

12.10 Employees who hold a position with the Employer that require a driver's license to do the core duties of their position, and who fail to obtain and/or maintain such a driver's license, or who has their license suspended or revoked (excluding for medical reasons) for a period in excess of six (6) months, will be advised in a meeting with the Human Resources Manager and their Union Representative whether an accommodation can be made during their driving suspension or if they will be put on an unpaid leave of absence until such time as the license is reinstated.

12.10.1 In determining whether this accommodation will be made, the Employer shall consider the following:

- i. Operational requirements;
- ii. Whether provision of services is adversely affected;
- iii. If there is no additional cost to the Employer; and
- iv. Approval has been received from the Service Area's Manager.

12.10.2 In the event that the Employer determines that an accommodation per Article [12.10](#) is not operationally possible, the Employee shall be put on unpaid leave of absence to continue until such time as the license is reinstated. Such leave of absence shall not exceed the greater of (a) the duration of the Employee's license suspension or (b) twenty-four (24) months.

Following the expiry of this time period the Employee shall lose seniority and their position will be posted per the Collective Agreement.

12.10.3 An Employee whose license is suspended or revoked must notify their supervisor within twenty four (24) hours of the suspension or revocation where possible.

The Employer reserves the right to request an Employee's driver's abstract at any time, at the Employer's expense.

## Article 13 – Seniority

13.1 Seniority is defined as length of service with the Employer and in the Bargaining Unit, except as may be modified elsewhere in this Collective Agreement. Seniority shall operate on a Bargaining Unit wide basis and shall be a factor in layoff, recall, and job postings as specified in Articles [12](#) and [26](#), respectively, of this Collective Agreement.

13.2 A newly hired Employee shall be on probation for a period of six (6) months from the date the Employee actually commences employment in the Bargaining Unit and shall have no seniority rights during that period.

At the conclusion of the probationary period an Employee's seniority shall revert to the Employee's first date of employment.

13.3 The Employer shall provide the Union with one (1) seniority list for the Bargaining Unit on December 1 of each year during this Collective Agreement.

Where Employees have equal seniority, the Employee with the earliest date of the most recent application for employment shall be senior to the other Employee(s).

The Employer and the Union have twenty (20) working days to challenge the seniority list. If no challenge is received the list shall be conclusive. The up-to-date seniority list shall be posted in January of each year.

13.4 An Employee shall lose seniority in the event that the Employee:

13.4.1 is discharged for just cause and is not reinstated;

13.4.2 resigns and does not withdraw their resignation within two (2) consecutive working days;

13.4.3 is laid off for more than twelve (12) months in which case the Employee is deemed to be terminated;

13.4.4 retires;

13.4.5 is absent from work for more than two (2) consecutive working days without securing leave of absence from the Employer;

13.4.6 fails to return to work within seven (7) working days of the date of return indicated in the recall notice given to the Employee personally or by registered mail or courier to the last address on file with the Employer.



It shall be a condition of possible future recall from layoff that all Employees keep the Employer informed of their current mailing address and telephone number.

- 13.5 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 for six months, but will not accumulate any further seniority while working outside of the Bargaining Unit. After six months outside the Bargaining Unit, the Employee loses their seniority.

The Employee shall be subject to a trial period in the non Bargaining Unit position of up to six (6) months. If, during that trial period, the Employee's performance is unsatisfactory or they are unable to perform the duties of the non Bargaining Unit position, the Employee shall be returned or may return to the Bargaining Unit where the Employee shall be placed in the Employee's former position and wage rate without loss of seniority.

If the Employee initiates the reversion to the Bargaining Unit the Employee shall provide notice of one week to the Employer. Any other Employee who was moved because of the original transfer shall also be returned to that Employee's former position and wage rate without loss of seniority. No transfer necessary to return the Employee to the Bargaining Unit shall be grieved.

## **Article 14 – Hours of Work**

### **Outside Workers**

- 14.1 Hours of work for all Full-Time Employees shall consist of five (5) eight (8) hour work shifts in a forty (40) hour work week. The normal hours of work shall be 8:00 am to 4:30 pm Monday to Friday. Employees on a flexible work schedule (as per Article 14.12 and 14.13) shall not commence before 6:00 am nor finish later than 9:00 pm. There shall be a one-half ( $\frac{1}{2}$ ) hour unpaid lunch period for Employees whose normal workday shall be from 8:00 a.m. - 4:30 p.m., Monday to Friday.
- 14.2 All Full-Time Employees shall be entitled to two (2) paid fifteen (15) minute rest breaks: one in the morning and one in the afternoon.
- 14.3 Employees shall be allowed five (5) minutes wash-up time before the lunch period.
- 14.4 During the months May to September and subject to clause [14.5](#), the regular hours of work for the Engineering, Public Works, Lands & Parks Seasonal staff shall consist of five (5) – eight (8) hour work shifts in a forty (40) hour work week. The normal work day shall be from 8:00am. - 4:30pm, Monday to Friday. Employees on a flexible work schedule (as per Article 14.12 and 14.13) shall not commence before 6:00 am nor finish later than 9:00 pm. There shall be a one-half ( $\frac{1}{2}$ ) hour unpaid lunch period.
- 14.5 Regular hours of work for the Engineering, Public Works, Lands & Parks Seasonal staff during the period the Aylesford Lake Beach Park is open for the season, shall consist of twelve (12) hour works shifts on a rotational schedule to be determined by the Manager of Engineering with shifts to run from 8:30 am – 8:30 pm. There shall be a one-half ( $\frac{1}{2}$ ) hour paid lunch period.

### **Inside Workers**

- 14.6 The normal hours of work for Full-Time Employees shall generally be thirty-five (35) hours per week. The normal hours of work shall be 8:30 am to 4:30 pm Monday to Friday. Employees on a flexible work schedule (as per Article 14.12 and 14.13) shall not commence before 6:00 am nor finish later than 9:00 pm. The staff maintaining the Municipal Complex and other Municipal Facilities shall work forty (40) hours per week Monday to Friday.
- 14.7 All Full-Time Employees shall be entitled to one unpaid hour for lunch and two paid fifteen (15) minute rest breaks, one in the morning and one in the afternoon. Staff maintaining the Municipal Complex and other Municipal Facilities shall be entitled to have an unpaid lunch break of one half ( $\frac{1}{2}$ ) hour and two paid fifteen (15) minute rest breaks.

## **All Workers**

- 14.8 The normal hours of work for Part-Time Employees shall generally be less than the hours for Full-Time Employees, however, it is understood that a Part-Time Employee may be required to work a full-time schedule from time-to-time.
- 14.9 Employees who work other than full-time shall have breaks on a pro-rated basis. This Article shall not guarantee any work hours.
- 14.10 All Employees will be eligible to earn up to an additional three (3) days of lieu time per calendar year. Employees will work with their Manager/Director to create a schedule to work the additional hours and also to schedule the lieu time off.

Scheduling of time off will be at a time mutually agreed to and will be subject to operational requirements. Employees will not be denied the opportunity to use the additional three (3) days of lieu time per year. These additional three (3) days of lieu time are not eligible to be paid out or carried over to the following year. Time will be earned as straight time not to be used as an accumulation of overtime. Employees working less than full-time will have the time pro-rated according to the hours they work.

- 14.11 Those Employees working in classifications that require absence from the office in the performance of their duties on any particular day (e.g., building and fire inspectors), remain entitled to the breaks and lunch period specified in this Agreement.

On those days where they are absent from the office in performing their duties, subject to notification to their Manager, they may exercise discretion with respect to the timing of breaks and lunch such that they receive necessary breaks consistent with health and safety requirements.

- 14.12 A flexible work schedule may be mutually developed between an Employee and their Manager/ Director. This may include flexible working hours and/or working from home on a rotational basis. Requests shall not be unreasonably denied, subject to the operational requirements of the Service Area, or any applicable legislation. Any Employee approved for a flexible work schedule, as defined by this Article, will only be paid overtime for time worked beyond the regular number of hours per shift. Agreements for flexible work schedules will be developed between the Employee and their Manager/ Director for periods of three months to a year, which will be reviewed prior to the completion of said term. Amendments to the Agreement may be made by mutual agreement without notice. Agreements are subject to termination by either the Employee or Manager/ Director by providing thirty (30) calendar days written notice.
- 14.13 Short term flexible work schedules may mutually be agreed to between an Employee and their Manager/ Director, for periods less than three months for special projects, Employee personal requirements or other operational requirements as identified by the Employer. Employees will be required to work

their regular number of hours per shift and will only be paid overtime for time worked beyond the regular number of hours. Requests shall not be unreasonably denied, subject to the operational requirements of the Service Area, or any applicable legislation.

## Article 15 – Overtime and Call Out Pay

- 15.1 All time in excess of the regular thirty-five (35), forty (40), or forty-eight (48) hours in a week, as defined in [Article 14](#) and authorized in advance by the Employer shall be considered overtime for the purpose of this Collective Agreement, except as limited by this Collective Agreement.
- 15.2 Overtime shall be calculated after a period of 15 minutes back to the time the Employee began said overtime.
- 15.3 An Employee who has completed a regular day's work and who is not advised to return to work at a specific time before their next normal working day and who has left the place of work and is called back to work shall be compensated for the actual hours worked at the applicable rate of pay or four (4) hours at the appropriate overtime rate, whichever is greater.

If a subsequent call is received prior to returning home, it will be a continuation of the call out. Once an Employee has returned home from a call out, a subsequent call shall trigger a new call out.

Employees who are called out to work between the hours of 11:00 pm and 3:00 am will be allowed an eight (8) hour rest period at the end of the work they were called out for. Such rest period shall be without loss of pay should such eight (8) hours overlap with the normal workday.

- 15.3.1 An Employee who has been authorized by the Employer to receive a telephone call and/or a page while off duty:
- i. and who is not advised to return to work at a specific time before their next normal working day;
  - ii. and who has left the place of work;
  - iii. and the work can be completed remotely (remotely is defined as being able to connect to our network/SCADA System from home/off-site to complete the desired tasks securely or use a mobile device to complete the task securely).

shall be compensated for the actual hours worked at the applicable rate of pay or two (2) hours at the appropriate overtime rate, whichever is greater.

If a subsequent call is received prior to completing the initial request or received during the two hour callout period and it can also be completed remotely, it will be a continuation of the initial call out.

If the alarm/issue cannot be resolved remotely and the Employee must return to work to resolve the issue, it will be a continuation of the initial remote callout however the Employee will be compensated for the actual hours worked at the applicable rate of pay or four (4) hours at the appropriate overtime rate, whichever is greater.

- 15.4 Authorized overtime/call out hours worked shall be compensated in one of two ways to be determined by the Employer:
- 15.4.1 time off to be scheduled at a time mutually agreed between the Employee and the Employee's Supervisor, at a rate of one and one-half (1½) hours for each overtime hour worked except that if the overtime hours are worked on a Sunday or paid holiday the Employee shall be compensated at a rate of two (2) hours off for each overtime hour worked provided that if such time is not taken within two (2) months of when the overtime was worked, the Employee shall receive overtime pay; or
  - 15.4.2 by overtime pay, calculated at the same rate as set out in 15.4.1.
- 15.5 To ensure Employees receive a full eight (8) hour rest period between shifts, all Employees working overtime after midnight who are scheduled to work the same day shall be given an equal number of hours off at the start of their shift with no loss of pay or benefits, by mutual agreement between the Employee and the Manager. The timing of the rest period may be varied.
- 15.6 The Employer will not require an Employee to work an unreasonable amount of overtime against their wishes. The Employer shall distribute overtime as equally as possible, among those Employees who normally perform the work.
- 15.7 Employees may be required to attend meetings outside of their regularly scheduled work hours. All time required at a meeting shall be paid at the applicable overtime rate. Employees who are required to be at a meeting for less than one (1) hour shall be paid in thirty (30) minute increments at the applicable overtime rate.
- 15.7.1 Where a meeting or special event occurs more than one (1) hour before or one (1) hour after an Employee's regularly scheduled work hours, the Employee's:
    - i. actual travel time to the meeting shall be considered attendance at the meeting, to a maximum of thirty (30) minutes per meeting or special event per day; or

- ii. meals shall be provided in accordance with the Employer's Business Expense Policy as approved by Council and amended from time-to-time. An Employee may not claim travel expenses for a meeting or special event referred to in this Article that is held at the Municipality's office.

15.8 If an Employee is required to work overtime in excess of four (4) consecutive hours immediately before the Employee's regularly scheduled hours or two (2) consecutive hours immediately after the Employee's regularly scheduled hours, the Employer shall reimburse for meal expenses in accordance with the Employer's policy as approved by Council as amended from time to time.

15.9 Engineering and Public Works Employees who work standby from 4:30pm Friday to the following Friday at 8am, both inclusive, shall receive a service vehicle and remuneration at the rate of twelve (12) hours in lieu time and four (4) hours pay or time in lieu for each holiday which falls within the standby period plus any callback pay in accordance with Article 15.3.

15.9.1 As part of the Municipality's Emergency Management Plan, Employees may be requested by the Director of Engineering & Public Works, Lands & Parks, or designate, in exceptional circumstances, to be placed on standby on short notice for durations of one day up to seven continuous calendar days.

Employees will be given as much notice as possible. Employees will receive remuneration (prorated per day of standby requested) per the weekly remuneration rate outlined in Article 15.9. Employees will also be entitled to holiday pay/lieu time as outlined in Article 15.9 if the standby occurs on a holiday. If an Employee is unavailable for a callout while on standby, they will forfeit any standby pay for that day.

15.10 Employees sent home due to a Storm Day will receive a minimum reporting pay for one half their normal work day, three and a half (3.5) hours for Employees subject to thirty five (35) hours per week and four (4) hours for Employees subject to forty (40) hours per week, and all time shall be at straight time rates.

Employees who do not report for work (not at work refers to arrival after 11:00 am in accordance with the Storm Day Standard Operating Procedure) on storm days will lose the time. An Employee sent home due to inclement weather after working one half of their normal work day shall receive the full day's normal work hours pay at straight time rates. Employees shall not lose any pay or benefits for all hours the Employer closes the offices due to inclement weather. Any Employee on an approved leave shall not have their time off reinstated due to the closure.

## Article 16 – Holidays

16.1 Full-Time Employees shall be eligible for each of the following holidays:

- 16.1.1 New Year's Day;
- 16.1.2 Nova Scotia Heritage Day;
- 16.1.3 Good Friday;
- 16.1.4 Easter Monday;
- 16.1.5 Victoria Day;
- 16.1.6 Canada Day;
- 16.1.7 First Monday in August;
- 16.1.8 Labour Day;
- 16.1.9 Thanksgiving Day;
- 16.1.10 Remembrance Day;
- 16.1.11 Christmas Eve Day (half-day);
- 16.1.12 Christmas Day;
- 16.1.13 Boxing Day;
- 16.1.14 New Year's Eve Day (half-day)
- 16.1.15 Three (3) floating holidays (floaters) per calendar year to be scheduled by mutual agreement between the Employee and the immediate Manager/Director.

Employees may request to have one or more floaters paid out at anytime during the year. Floaters can be taken in hourly increments. If floaters are scheduled, they will be on a first come first served basis. All floaters that are not taken during the calendar year will be paid out on the second pay in January of the following year.

Part-Time Employees shall receive payment on a pro-rata basis, to be based on average hours worked in the four (4) week period immediately preceding the week in which the holiday occurs.

- 16.1.16 Any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal government which applies to the Employees covered by this Collective Agreement.

16.2 When any of the above noted holidays falls on a Saturday or Sunday, the Employer shall declare another day to be observed as the holiday and shall give at least two (2) weeks' notice of the date to be observed where this occurs.

16.3 Employees shall be paid for the above holidays provided:

- 16.3.1 they have worked the regularly scheduled shift of work immediately preceding and immediately following the holiday. An approved sick day or a vacation day is to be considered as a day worked; and



- 16.3.2 they have received, or are entitled to receive, pay for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.
- 16.4 Employees who do not work on a holiday will receive pay equivalent to the amount they would have received for the normal hours of work.
- 16.5 Employees who are required by the Employer to work and who do work on a holiday shall be paid the amount they would otherwise have received for that holiday, unless a substitute day off with pay is approved by the Employee's immediate Supervisor, plus one and one-half (1½) times their regular rate of wages for the time actually worked.

**Article 17 – Vacations**

17.1 All Employees shall be entitled to receive annual vacation leave with pay as follows:

From commencement of employment to start of the next vacation year	A portion of three (3) weeks, prorated according to actual time worked
In the 1 <sup>st</sup> full vacation year through the 4 <sup>th</sup> full vacation year	Three (3) weeks
In the 5 <sup>th</sup> full vacation year through the 8 <sup>th</sup> full vacation year	Three (3) weeks and two (2) days (17 total days)
In the 9 <sup>th</sup> full vacation year through the 14 <sup>th</sup> full vacation year	Four (4) weeks
In the 15 <sup>th</sup> full vacation year through the 18 <sup>th</sup> full vacation year	Four (4) weeks and two (2) days (22 total days)
In the 19 <sup>th</sup> full vacation year through the 24 <sup>th</sup> full vacation year	Five (5) weeks
In the 25 <sup>th</sup> full vacation year and after	Six (6) weeks

Part-Time, Temporary and Seasonal Employees shall be entitled to vacation leave with pay as set out above, on a pro-rata basis based on the actual time worked.

*Note: In the 1<sup>st</sup> full vacation year means hired on or before January 15<sup>th</sup>.*

17.2 The vacation year shall be January 1<sup>st</sup> - December 31<sup>st</sup>, inclusive.

17.3 Employees shall submit their vacation leave preference to their Manager prior to January 30<sup>th</sup> of each year.

The Employer shall prepare a vacation schedule firstly subject to the operational requirements of the Service Area and then Employee preferences. Conflicting Employee requests shall be resolved based on seniority.

Any vacation entitlement not requested prior to January 30<sup>th</sup> or any change in request after January 30<sup>th</sup> shall be scheduled at the Employer's discretion, after consultation with the Employee. Any vacation request submitted by the Employee after January 30<sup>th</sup> will be responded to within five (5) working days of submission.

- 17.4 Vacation schedules shall be posted by February 15<sup>th</sup> of each year and, once posted, shall not be changed except by mutual agreement.
- 17.5 An Employee terminating employment at any time in the vacation year, prior to using vacation, shall be entitled to a proportionate payment of wages in lieu of such vacation, prior to termination.
- 17.6 An Employee whose employment with the Employer terminates for any cause shall compensate the Employer for vacation leave taken, but to which the Employee at that time is not entitled. Where possible, this shall be deducted from any final payment to which the Employee is entitled at the time of termination.
- 17.7 An Employee may carry over up to a maximum of five (5) working days annual vacation.

For exceptional circumstances, as determined by the Director, the Director may authorize an Employee to carry over additional vacation days. The Employee must apply by November 15. The Employer will make every effort to approve or deny such request no later than ten (10) working days of the request. The vacation carried over shall be taken in the following vacation year at the rate of pay prevailing when the vacation is taken.

- 17.8 The Employer will make every reasonable effort not to require an Employee to work during the Employee's scheduled vacation period. However if this is necessary, the Employee shall be paid at double the regular rate of pay plus one (1) vacation lieu day off for each day in which work was performed.
- 17.9 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 between the Employee and the Employer.
- 17.10 Where an Employee qualifies for Court Leave/Utility and Review Board (UARB) Hearings/Jury Duty leave ([per Article 22](#)) during vacation it shall not be deducted from vacation credits. Vacation shall be taken at a later date upon mutual agreement.
- 17.11 Upon giving the Employer at least one (1) weeks' notice, an Employee shall be permitted to cancel a block of vacation. This vacation will be rescheduled to a later time and will be subject to operational requirements and already scheduled vacations of other Employees.
- 17.12 An Employee may request advance pay for vacation purposes at least one pay period in advance to the Human Resources Manager who may grant such a request.

17.13 Probationary Employees may not take any vacation beyond what they accumulate until successful completion of the probation period.

## **Article 18 – Travel**

- 18.1 Mileage will be paid using the Province of Nova Scotia's mileage rate and schedule or in accordance with the Business Expense Policy, as amended from time-to-time, whichever is greater.
- 18.2 Other travel expenses shall be paid in accordance with the Business Expense Policy as approved by Council and as amended from time-to-time.
- 18.3 Travel outside of the normal working day shall be compensated at straight time and taken as lieu time at a mutually agreed time.
- 18.4 Employees will use the municipal offices or their departure point (whichever is closer to the destination) to calculate an Employee's travel time and mileage to attend a meeting/conference/workshop, etc.

### **Example 1:**

Mileage - Employee lives in Greenwood and has an all-day conference in Halifax from 8:30am - 4:30pm. Mileage will be calculated from the municipal office to the Employee's destination and upon return from the conference back to the municipal office. Mileage will not be provided from the Employee's place of residence to the municipal office.

Travel Time - If the Employee leaves their house from Greenwood at 6:30am and reaches the Municipal Office at 7:00am and reaches their destination at 8:30am, travel time begins at 7:00am and ends at 8:30am (travel time of 1.5 hours). If the Employee leaves Halifax at 4:30pm and reaches the municipal office at 6:00pm and their place of residence at 6:30pm, travel time ends at 6:00pm (travel time of 1.5 hours). Total travel time for the day would be 3 hours per Article 18.3.

### **Example 2:**

Mileage - Employee lives in Avonport and has an all-day conference in Halifax from 8:30am - 4:30pm. Mileage will be calculated from the Employee's home in Avonport to the Employee's destination and return to the Employee's home. Mileage should not be calculated from the municipal office.

Travel Time - If the Employee leaves their house from Avonport at 7:30am and arrives at their destination at 8:30am, travel time begins at 7:30am and ends at 8:30am (travel time of 1 hour). If the Employee leaves Halifax at 4:30pm and reaches their place of residence at 5:30pm, travel time ends at 5:30 PM (travel time of 1 hour). Total travel time for the day would be 2 hours per Article 18.3.

**Example 3:**

Mileage - Employee lives in Avonport and has an all-day conference in Halifax from 8:30am - 4:30pm and will be using a municipal vehicle to attend the meeting. No mileage will be paid for the Employee to travel to the municipal office to pick up the municipal vehicle or return home at the end of the day.

Travel Time - If the Employee leaves their house from Avonport at 6:30am, reaches the Municipal Office at 7:00am, and reaches their final destination at 8:30am, travel time begins at 7:00am and ends at 8:30am (travel time of 1.5 hours). If the Employee leaves Halifax at 4:30pm and reaches the municipal office at 6:00pm and their place of residence at 6:30pm after switching vehicles, travel time ends at 6:00pm (travel time of 1.5 hours). Total travel time for the day would be 3 hours per Article 18.3.

## **Article 19 – Training and Professional Development**

- 19.1 Employees required by the Employer to attend training or professional development programs shall not suffer any loss of pay and/or benefits for time away from the workplace for such programs.
- 19.2 Reimbursement of tuition costs of required training or professional development costs shall be paid by the Employer.
- 19.3 Travel expenses incurred in attending training or professional development programs shall be paid in accordance with [Article 18](#) of this Collective Agreement.
- 19.4 The Employer shall be reimbursed by the relevant Employee for the amount of tuition fees paid by the Employer if Employee resigns within one (1) year of the completion of any particular course, except if the Employee resigns due to extended illness or disability.
- 19.5 Professional Dues required by the Employer for a Full-Time Employee's job classification will be paid by the Employer. Professional Dues which are not required by the Employer but the Employer acknowledges that the Employee and Employer will receive some benefit may cost share if budget permits, as determined by the Employer.
- 19.6 Subject to budgetary restrictions and operational requirements, the Employer shall encourage Employees to improve their education qualifications in subjects and fields of endeavor which are related to the Employee's position and which will place the Employee in a position to improve their job performance and maintain certifications/designations related to their job and will not suffer any loss of pay and/or benefits for time away for such training.

## Article 20 – Sick Leave

- 20.1 Sick Leave is defined as the period of time when an Employee is absent from work, with pay, as a result of an illness or injury for which compensation is not payable under the Workers' Compensation Act, a medical appointment, or because an Employee has a medical certificate confirming illness or injury.
- 20.2 All Employees will be granted eighteen (18) sick leave days on January 1<sup>st</sup> of each year. These eighteen (18) days will be pro-rated for the time employed at one and one half (1 ½) days per month. Sick leave days will accumulate to a maximum of one hundred and sixty-five (165) days. If an Employee resigns or is terminated and they have used more sick time than they have accrued (including sick leave extension days), the balance will be deducted from their final pay cheque.
- 20.2.1 When an Employee who has reached the maximum bank of 165 sick days uses a sick day, their sick leave bank will replenish from that point forward within the year at the rate of 1.5 days per month until they have reached the maximum of 165 sick days.
- Example:** Employee with 165 sick days uses six (6) days in June; their bank shall reduce to 159 sick days. However, their bank will replenish at 1.5 days/month such that their bank will be back to 165 days by the end of October (provided they have not taken any other sick days).
- 20.3 Employees may bank up to one hundred and sixty-five (165) days sick leave.
- 20.3.1 The Sick Leave bank shall be accessed to grant sick leave with pay when the Employee is unable to perform their duties in accordance with Articles 20.1, 20.12, and [21.4](#).
- 20.4 An Employee shall be granted sick leave with pay when they are unable to perform their duties in accordance with Article 20.1, if they satisfy the Employer of their condition in such manner as may be determined by the Employer, and provided they have the necessary sick leave credits.
- 20.5 Time absent for approved leave shall be deducted from the Sick Leave Bank.
- 20.6 Employees who are unable to attend work due to an illness or injury shall notify their immediate supervisor as far in advance as possible and by the commencement of their next regularly scheduled shift at the latest. At that time, the Employee shall indicate when they expect to return to work.
- 20.6.1 If the Employee cannot return to work at the stated time, the Employee shall once again notify their immediate supervisor as far



in advance as possible. For extended illness greater than three (3) days, the Employee shall provide their expected return date one (1) day in advance.

- 20.7 Employees who access the Sick Leave bank a total of five (5) days or less during the calendar year (pro-rated for those Employees who work less than a full calendar year) will receive one (1) day of compensation at their rate as of January 1<sup>st</sup> of the following year. This day of pay will be included in the Employee's last pay period in January. Employees who are hired on or after July 1<sup>st</sup> of the calendar year will not be eligible to receive the one (1) day's compensation for that year.
- 20.8 The Employer reserves the right to request verification of the Employee's medical condition from a legally qualified medical practitioner which shall include a general prognosis of the Employee's condition, expected date of return to work and specification of any limitations on the Employee's ability to attend work regularly and perform all aspects of the Employee's job.
- 20.9 Employees who suffer from an illness or injury in excess of three (3) days while on scheduled vacation may receive sick leave benefits for each day after the third day of illness or injury and have their vacation entitlement reinstated for each of these days provided satisfactory verification of the Employee's medical condition from a qualified medical practitioner is provided.
- 20.10 Extended Sick Leave  
If an Employee is absent from work due to illness or injury in excess of their accumulated sick leave and vacation entitlement, Extended Sick Leave without pay may be granted by the CAO.
- 20.10.1 A request for Extended Sick Leave made to the CAO shall be accompanied by a medical certificate from a legally qualified medical practitioner indicating the general nature of the illness or injury, the accommodation needs of the Employee and a prognosis of when the Employee will be able to return to work.
- 20.11 Each Employee can track their sick time usage and accumulations by using ADP EZ Labour or successor software.
- 20.12 An Employee may use sick leave to care for an immediate family member as defined in [Article 21.1](#). Sick leave may be approved to care for other family members, upon written application to the CAO.
- 20.13 Employees shall make every reasonable effort to schedule medical or other health related appointments ("appointment") outside of regular working hours. In the event that the appointment cannot be made outside of regular working hours, the Employee shall make every reasonable effort to schedule the appointment at

the beginning or the end of the workday. The Employee shall provide their Manager/Director with as much notice as possible with respect to the appointment. The time required for the Employee to attend at the appointment shall be deducted from the Employee's sick leave bank or other paid leave.

The Employer shall grant the Employee sick leave for out-of-town medical appointments for the Employee or a member of the Employee's immediate family.

An Employee who has exhausted their sick leave bank, may request an extension of sick leave, which shall not be unreasonably denied. Such extensions, if given, shall not be for a period of any longer than ten (10) working days and will be recovered from the following year's allocation.

*Note: Employees will only be eligible to request a sick leave extension up to ten (10) working days per calendar year.*

Repayment of the sick leave extension days will be deducted from the Employee's Sick Leave bank at the beginning of the next calendar year.

20.14 Fraudulently obtained or abuse of sick leave benefits is cause for disciplinary action, up to and including discharge.

20.14.1 Fraudulent usage: Any gainful employment, pursuit of personal business, recreation, travel for recreation, or non-sick leave purpose, or other such activity which is not prescribed when an Employee is on sick leave would be considered evidence of fraudulent use of sick leave.

20.14.2 Abuse: In determining whether there has been an abuse of sick leave, the Employer shall consider patterns of use, historical attendance, number of days used, and relevant information gathered at the meeting referred to in Article 20.16.

20.15 An Employee injured during working hours who is required to leave for treatment or sent home as a result of such injury, shall receive payment for the remainder of his shift at his regular rate of pay, without reduction from sick leave unless a doctor or nurse states that the Employee is fit for further work on that shift. The Employer shall pay for transportation of the Employee to the nearest doctor or hospital for an Employee injured on the job and requiring medical care.

20.16 The Municipality considers sick leave of eight (8) or more days per year or after five (5) days if the absences are taken one day at a time, cause for a formal review with the Employee with the goal of identifying, confirming, and/or addressing the underlying cause for the sick leave. Any potential accommodation which may be required for the Employee to fulfill their job requirements will be

part of this review. This Review will be with the Employee, Human Resources Manager and, a Union Representative. All medical information gathered will be kept confidential. During this formal review the Employee's history of attendance, patterns of use, number of days used, etc. will be looked at. If the Employee requires an accommodation the Manager/Director will be included where necessary.

## **Article 21 – Bereavement Leave**

- 21.1 Employees shall be granted bereavement leave for a period of five (5) consecutive working days in the event of a death in the Employee's immediate family. For purposes of this Article, immediate family means a parent (including legal guardian or person who acted in the capacity of parent), spouse, common law partner, fiancé, pregnancy loss, child, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild or ward including step relations. If an Employee learns of the death after they have reported to work, the Employee shall be paid for that day but it shall not count as a day of bereavement leave.
- 21.2 Employees shall be granted bereavement, with pay, for a period of two (2) working days in the event of a death of the Employee's brother-in-law, sister-in-law, aunt, uncle, niece or nephew including step relations.
- 21.2.1 Subject to operational requirements and approval by the Manager/Director, Employees may be granted leave with pay to attend a Municipal co-worker's funeral. Employees in the same functional area as the deceased shall be given priority.
- 21.3 If the bereavement period occurs during the scheduled vacation or on a holiday the Employee can claim bereavement leave and reschedule their vacation days at a time agreeable to the Employer.
- 21.4 An Employee may be granted up to five (5) days bereavement leave in addition to leave provided in Articles 21.1 and 21.2. The Employee may deduct those days from the Employee's accumulated general sick leave and must provide as much notice as possible to the Employee's Manager/Director and in their absence the CAO or designate of the Employee's absence.
- 21.5 Employees may request to have one (1) or more days of bereavement held for a burial or celebration of life at a later date.

## **Article 22 – Court Leave/Utility and Review Board (UARB) Hearings/Jury Duty**

- 22.1 When an Employee must attend court or a UARB hearing in the Employee's capacity during normal working hours, the Employee shall appear as requested and be allowed time off with pay during the period the Employee is required to be at court.
- 22.2 When an Employee must attend in the Employee's capacity as an Employee outside of normal working hours, or while on an approved leave the Employee shall appear as requested and the time shall be paid as overtime in accordance with [Article 15](#) of this Collective Agreement.
- 22.3 If an Employee is required to appear in court/UARB hearing, but not in the Employee's capacity as an Employee, the issuance of a subpoena is mandatory upon which the Employee will be granted time off without pay. In extraordinary situations, the CAO may approve time off with pay.
- 22.4 When an Employee has been summoned for Jury Duty, the Employee's normal straight-time salary shall be continued during the period of Jury Duty. In these circumstances, the Employee will be required to turn over to the Employer all amounts paid for Jury Duty, other than travel expenses.
- 22.5 Where any Employee is personally named in any civil court action, the Employer shall provide assistance with the Employee's legal fees provided:
  - 22.5.1 The Employee was acting within the lawful course of their employment as authorized by the Employer; and
  - 22.5.2 The Employee is not being adequately defended by the Employer's insurers; and
  - 22.5.3 The legal action against the Employee personally is not on account of the Employee's intentional acts, willful blindness, recklessness or negligence.

## **Article 23 – Maternity and Parental Leave**

- 23.1 Maternity and Parental leave shall be granted in accordance with the Labour Standards Code or Federal Employment Insurance Standards, whichever is more beneficial to the Employee.
- 23.2 If the Employee chooses to maintain their benefits while on leave, the Employer shall pay all contributions required to continue Employee benefit plans, other than Long Term Disability (LTD) while the Employee is on Maternity and/or Parental leave.

The Employer will collect the Employee's share of benefit plan contributions upon the Employee's return to work in a manner not to exceed double the amount of the Employee's regular benefit plan contributions per pay.

If the Employee chooses to contribute to the pension plan(s) while the Employee is off on Maternity and/or Parental leave they will continue on making regular contributions which will be matched by the Employer during their 26 weeks of Supplementary Benefits.

Pension benefit contributions will be based on the wages for the four (4) weeks prior to the leave.

If an Employee chooses to continue to make their contributions beyond the Supplementary benefits period, they will make arrangements with the MSPP carrier to contribute their premiums directly during the remainder of their leave. If the Employee chooses to make contributions to the Manulife portion they need to contact payroll department.

It shall be the Employee's responsibility to remit LTD premiums to the Employer during the period of the Maternity and/or Parental leave. Continuing LTD contributions on Maternity and/or Parental leave is mandatory.

### **23.3 Supplementary Employment Benefits**

If a Full-Time Employee is on Maternity and/or Parental leave pursuant to this Article and is in receipt of benefits under the terms of the Employment Insurance Act, the Employer shall pay to the Employee a Supplemental Employment Benefit for a maximum period of twenty-six (26) weeks.

*Note: Employees who have not successfully completed their probationary period are not eligible for this benefit.*

The Employer agrees to supplement Employment Insurance payments according to the following schedule:

- 23.3.1 The first week shall be paid at the rate of ninety (90%) percent of the Employee's salary.
- 23.3.2 The remaining twenty-five (25) weeks shall be shared by Employment Insurance and the Employer to a total of ninety (90%) percent of the Employee's salary.
- 23.4 Each Employee shall notify their respective supervisor no later than the commencement of the fifth (5<sup>th</sup>) month of pregnancy as to when the anticipated leave of absence will commence.
- 23.5 If an Employee resigns or has their employment terminated for just cause by the Employer less than six (6) months after returning from their Maternity and/or Parental leave, the Employee must repay the Employer's Supplemental Employment Benefit during the twenty-six (26) week period as outlined in Article 23.3.
- 23.6 Employees shall continue to accrue seniority and vacation benefits while on Maternity and/or Parental Leave.

## Article 24 – Personal Leave

- 24.1 A personal leave of absence may be granted where circumstances require an Employee to be absent from the workplace. The Employer has final decision as to if, and when, a leave of absence is approved.
- 24.2 A request for a personal leave of absence must be submitted, in writing, by the Employee. The request must state the period of leave required and the reason. The onus is on the Employee to substantiate the reason for the leave.
- 24.3 Requests for a personal leave of absence will be considered on an individual basis. The Employer shall consider the following factors for each request:
- i) the Employee's length of service and performance;
  - ii) the reason for leave of absence;
  - iii) the Service Area's current workload;
  - iv) availability of suitable replacement staff;
  - v) cost to the Employer; and
  - vi) previous requests for leaves of absence.
- 24.4 A leave of absence for a period of up to four (4) weeks may be granted at the discretion of the Manager/Director. Leaves of absence longer than four (4) weeks require the approval of their Director.
- 24.5 While on a personal leave of absence, the Employee will be responsible for 100% of all benefit premiums.
- 24.6 For greater certainty, an Employee shall not accumulate vacation entitlement or sick leave while on a personal leave of absence.
- 24.7 Employees granted a leave of absence shall resume work on the first work day following the expiration date of the approved leave. If the Employee does not return to work or has not received approval to extend their leave of absence, the Employee may be presumed to have resigned employment and may be subject to loss of all seniority and related employment benefits.
- 24.7.1 Upon expiration of their leave, the Employee shall be reinstated in the position they held prior to the commencement of leave, at a salary level commensurate with the position previously held unless they have applied for and is successful at another position.
  - 24.7.2 In the event the position the Employee previously held has been eliminated due to restructuring while the person was on leave then the Employee shall be entitled to the benefits per this Collective Agreement, including [Article 12](#).



- 24.8 Subject to budgetary restrictions and operational requirements, the Employer is interested in encouraging Employees to improve their educational qualifications in subjects and fields of endeavour which are related to the Employee's position and which will place the Employee in a position to improve their job performance in accordance with the Training and Professional Development Policy.
- 24.9 Employees will be entitled to take unpaid leaves of absence in accordance with the Nova Scotia Labour Standards Code for reasons including but not limited to Compassionate Care Leave and Leave for Victims of Domestic Abuse Violence. Depending upon the circumstances, the CAO may approve the Employee's use of vacation and/or paid sick leave during these leaves of absence.

## Article 25 – Union Leave

25.1 Subject to operational requirements and appropriate notice the Employer shall grant a leave of absence for Employees elected or appointed to represent the Bargaining Unit at educational opportunities, conventions or to attend executive and committee meetings of CUPE and its affiliated or chartered bodies. Such leave shall be granted with pay and without loss of benefits and seniority for the first fifteen (15) work days leave in any calendar year for the Bargaining Unit.

Requests for additional Union leaves shall be forwarded with as much notice as possible. Such requests shall not be unreasonably denied subject to operational requirements.

25.1.1 The Employer shall invoice the Local Union for time granted in excess of the amount allotted in 25.1

25.2 On reasonable notice, special leave without pay shall be granted, subject to the operational needs and requirements of the Employer, to Employees who are elected or selected for a full-time position with the Union or who are requested to work on behalf of CUPE National, without loss of seniority or classification. It is also agreed that any pension or medical benefits may be continued for the duration of such special leave, provided the carrier of the plan approves such an arrangement, but the Employee must bear the total cost of any such benefits. Such an Employee shall have the time spent on such special leave credited to their seniority. The term of special leave shall be determined prior to the granting of the special leave, and can be renewed for a specified duration with no less than fourteen (14) calendar days notice given to the Employer. Special Leave may be granted as follows:

25.2.1 For leaves where an Employee has been elected or selected for a full time position with the Union; or

25.2.2 For leaves where an Employee has been requested to work on behalf of CUPE National will be allowed a leave for a minimum of three (3) months up to a maximum of twenty four (24) consecutive months.

25.2.3 The Employee shall report to work immediately following the end of the agreed term of leave. The Employee will give the Employer one (1) week's notice to return to their position. Any costs associated with notifying any replacement employee of the early termination of their replacement term (including the *Labour Standards Code*) shall be borne by CUPE.

25.2.4 Upon expiration of their term of office, the Employee shall be reinstated in the position they held immediately prior to the

commencement of leave, or in a position mutually agreed upon by the Employee and the Employer, at a salary level commensurate with the position previously held.

25.2.5 The Employer shall invoice CUPE National for time granted in accordance with Article 25.2 of an amount which includes wages and benefits for time spent.

**25.3 Leave of Absence**

Employees will be entitled to take unpaid leaves of absence in accordance with the Nova Scotia Labour Standards Code for reasons including but not limited to Compassionate Care Leave and Leave for Victims of Domestic Abuse and Violence. Depending upon the circumstances, the CAO may approve the Employee's use of vacation and/or paid sick leave during these leaves of absence.

## **Article 26 – Job Posting**

26.1 The Parties agree to promote workplace diversity and shall, where appropriate, work together to facilitate the implementation of employment systems, policies (such as the Municipality's Diversity Management Policy), and practices that are inclusive and non-discriminatory in nature and effect and which are consistent with terms and conditions of the Collective Agreement.

### **Designated Competitions**

26.2. Any position that is newly created or has not been filled internally may be posted externally as a Designated Competition. A Designated Competition aims to increase representation of underrepresented groups such as visible minorities, Indigenous peoples, persons with disabilities, women and other designated groups. The Municipality will use Statistics Canada Census Data to determine what groups, if any, are not represented in its workforce to determine if a Designated Competition is warranted.

26.2.1 The Employer shall provide written notice to the Union President or designate prior to posting a Designated Competition.

26.3 When a vacancy occurs inside the Bargaining Unit the Employer shall send a notice to each Employee through the Employer's email server and shall post notice of the position in each Service Area for a minimum of one (1) week.

If the position has not been filled internally by a Unionized Employee or is a newly created position, the Employer may then advertise outside of the Bargaining Unit.

All applications shall be in writing. Any applicant from within the Bargaining Unit must make written application within that week for an internal posting. Within seven (7) calendar days of the date of appointment to a vacant position unsuccessful applicants shall be advised that they did not get the position. Employees may also apply to the vacancy if posted externally and will apply within the timeline posted on the competition.

26.4 Such notice as specified in Article 26.3 shall contain the following information: position, minimum qualifications, required knowledge and education, skills, hours of work and wage rate. Qualifications may not be established in an arbitrary or discriminatory manner and shall be consistent with the job description, where one exists.

26.5 The Employer shall consider the minimum required qualifications, the Applicant's qualifications, skill, experience, and ability to satisfactorily perform the requirements of the posted position. In any competition where internal and/or external candidates are being considered by the Employer the following will apply:

26.5.1 Where the qualifications, experience, skill and ability, of the internal and external applicant are comparable, preference shall be given to the internal applicant;

26.5.2 Where the qualifications, experience, skill and ability, of two or more internal applicants are comparable, preference shall be given to the internal applicant with the most seniority.

26.6 Temporary Positions will be posted and filled in accordance with this Article. Employees who apply for and are awarded a temporary position will be subject to the rate of pay of the temporary position. If the Employee's salary is equivalent to the same pay level as the advertised temporary position, the Employee will maintain at their current step.

The Employee will also continue to receive all other benefits eligible under the collective agreement and will be able to return to their original position without loss of seniority at the conclusion of the temporary position. The Employee's position that they will be vacating for the temporary position, will be back-filled only as a temporary position.

26.7 When a permanent Employee is the successful applicant for another position within the Bargaining Unit, the Employee shall be given a trial period of six (6) months. The Employer shall assess the Employee during the trial period and, provided, the Employee performs the duties and responsibilities of the new job to the satisfaction of the Employer, the Employee shall be declared permanent in the new job after the six (6) month trial period. The Employer shall provide on the job training specific to the role as required during the trial period.

In the event the Employee proves unsatisfactory in the new job during the trial period, or if the Employee is unable or unwilling to continue to perform the duties of the new job, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other Employee(s) promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

#### 26.8 **Operational Team Liaison**

The Operational Team Liaison (OTL) provides support and oversight to a functional area within the Municipality. Examples of functional areas are: Information Technology, Customer Service, Recreation etc. An OTL is not a new position rather it is an assignment of additional duties and can only be filled by (a) an existing Bargaining Unit member and, who is (b) a team member of the Functional Area.

Core OTL duties are as follows:

- i. Be the Primary liaison with Functional Area staff and the Manager;

- ii. Be responsible for communicating all work projects of the Functional Area to the supporting team members;
- iii. Assist the Manager to implement the Functional Area Work Plan by monitoring progress, and supporting team members;
- iv. Provide status updates to the Manager on team activities on a regular basis;
- v. Highlight individual and team successes and communicate all issues or concerns to the Manager in an appropriate time frame;
- vi. Work with the Manager and team members to ensure staff have the necessary resources to meet individual task or project deliverables;
- vii. As required, gather information from Functional Area team members to provide the Manager with necessary and relevant information required for the preparation of the annual operating and/or capital budgets;
- viii. Gather information from Functional Area team members to inform the Manager of trends and innovations in the respective industry for service delivery.

### **Coaching and Training**

The Employer will provide orientation, training, and ongoing coaching to the Employee chosen as OTL in order to effectively learn and implement the newly assigned duties over a sixty (60) calendar day period. If the OTL is not able to meet the expectations by the Employer, the Employee may be given additional support through coaching and training for the next thirty (30) calendar days.

### **Termination of OTL Duties**

The Employer reserves the right to remove the OTL duties from an Employee at any time. The Employer, however, must make a reasonable effort prior to removal of the OTL duties to support the Employee through coaching and training. The Employee may terminate their OTL duties per [Article 12.8](#) by providing two weeks' notice in writing.

### **Job Posting**

For new OTL postings or OTL postings that have not been posted in the past year, the Employer will create new job postings. If an OTL vacancy occurs and the OTL posting was posted in the past year, the Employer may revisit the prior posting and select another successful applicant or the Employer may create a new job posting. Postings will be advertised in each functional area and terms of the posting and selection of the successful applicant will follow language as described in Article 26.

### **Pay**

The rate of pay for the OTL will be \$2.50 per hour plus negotiated increases on November 1 of each year. The Employee may receive their OTL pay increment by any of the following methods: Biweekly, Quarterly, Semi-Annually, or Yearly.

## 26.9 **Succession Planning**

Where an incumbent in a position (“incumbent”) provides at least two (2) months’ advance notice of their departure from a role, e.g. Retirement, Maternity/Parental, or Extended Personal Leave, the Employer may post the position internally and select an appropriate internal applicant early (“successor”).

Although the Successor will not start in the role until the Incumbent has departed, the Successor may (a) job shadow, or (b) replace the Incumbent during any long periods of absence (e.g. illness or vacation) prior to their departure. Where the incumbent position has a higher rate of pay, provided replacement pursuant to (b) of this clause is authorized by the Employer, the Successor will be paid acting pay per [Article 29.4](#) for all hours worked replacing the Incumbent while they are still in the position. In the event the Incumbent rescinds their departure from the Employer, the award of the position to the Successor shall be cancelled.

## Article 27 – Job Evaluation

27.1 A Job Evaluation Committee will consist of an equal number of members from the Employer and the Union with a minimum of two (2) and a maximum of three (3) representatives of the Union and a minimum of two (2) and a maximum of three (3) representatives of the Employer. The CAO will not sit on this Committee.

The mandate of the Committee is to apply the job evaluation plan to positions in this Bargaining Unit and to then recommend to the CAO how positions should be classified. The CAO has the final determination in the job classification including the application of the rating to the salary ranges.

27.2 The Committee members may access advisors and or experts.

27.3 The Committee shall meet at a mutually agreeable time and place. The Union committee members and any alternates appointed by the Union shall be granted leave of absence with pay including benefits and without loss of seniority for periods of time spent working on the Committee. These members shall continue to have all rights and privileges of the Collective Agreement including access to the grievance procedure, promotional opportunities and salary increments to which the Employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.

27.4 Employees shall forward their request for job evaluation to their immediate Manager/Director. The Manager/Director shall have thirty (30) calendar days to evaluate the request prior to forwarding the request to the Committee.

27.5 Where an Employee disagrees with the evaluation of the Employee's job the Employee can appeal the evaluation to the CAO. As part of that appeal, the Employee may meet with the CAO and provide any relevant information. The CAO's decision is final and binding.

27.6 In applying the ratings to the salary ranges, the following rules shall apply:

27.6.1 The money for this program (CUPE Job Evaluation Tool) barring any significant changes to the Job Evaluation (JE) process will be paid by the Employer over and above normal wage increases negotiated in collective bargaining and no Employee will have their wages reduced. Employees shall continue to receive all negotiated increases except in Article 27.6.6.

27.6.2 If a job is rated at a pay grade with a salary range higher than the current wage rate for the job, the incumbent's rate of pay shall be adjusted to the higher pay grade on the new salary schedule, retroactive to the date thirty (30) calendar days after the date of the



Employees request for Job Evaluation or Reconsideration Form was submitted. Where an Employee receives an adjustment as a result of job evaluation, they shall be placed on the appropriate pay band in the increment one (1) step less than their current increment step unless going back reduces the Employee's wage or the Employee is at step one when the adjustment occurs.

- 27.6.3 If a job is rated at a pay grade with a salary range lower than the current wage rate for the job, the incumbent(s) of such job(s) shall only receive any negotiated increases.
  - 27.6.4 If the pay grade increases per [Article 6.3](#) of the Job Evaluation Terms of Reference (six-month review for new positions), such increase shall be paid to each incumbent effective the date of appointment to the job.
  - 27.6.5 If the pay grade decreases per [Article 6.3](#) of the Job Evaluation Terms of Reference (six month review for new positions), the incumbent rate will be frozen with no increases (including negotiated wage increases) until the band reaches their rate.
  - 27.6.6 No incumbent will have their wages reduced following the re-evaluation of their job and the establishment of a new wage structure.
- 27.7 All Committee members, including Alternates, will receive ongoing training when requested from the CUPE Job Evaluation Specialist. The CAO will be trained within six (6) months of taking office and prior to making any appeal decisions. All training will take place at a mutually agreed time.
- 27.8 Based on the information gained through the Job Evaluation process, the Job Evaluation Committee may review and provide input into any job description(s) developed by the Employer.
- 27.9 No incumbent shall participate in a review of their own job and no Manager/Director shall as a review of a direct report. Either incumbent or Manager/Director (except in the cases of the CAO in Article 27.1) can give information for clarification purposes but may not be part of the scoring or discussion.

## Article 28 – Pension and Benefits

28.1 The Employer agrees to provide a group benefit plan. Coverage for each eligible Employee shall be in accordance with the terms and conditions of the applicable plan (i.e. health, dental, life, LTD, AD&D, etc.) and questions relating to coverage are not arbitral under this Agreement. Plans may be changed from time to time, in consultation with Employees.

28.1.1 To facilitate the effective management of the group benefit plan described in Article 28.1, the Labour Management Committee shall review premiums, plan usage, renewal, administration and costs and may meet with the insurance carrier(s) from time to time to discuss the various components of the benefits described in Article 28.

28.1.2 The Employer shall share with the Union through the Labour Management Committee all relevant financial and contractual information used to determine plan costs and renewal rates.

28.2 Subject to eligibility under the insurer's policy, Employees who are on LTD shall be eligible to maintain their benefits, provided the Employee pays the applicable premiums as mutually agreed upon.

28.3 All new Employees, who are eligible per the governing plan(s) must participate in the group benefit plan for which they are eligible. Current Employees whose circumstances change and who wish to enroll may do so if eligible under the governing plan text.

Seasonal Employees, while on lay-off, shall be eligible to maintain participation in the group benefit plan, pursuant to the terms and conditions of the plans. The Seasonal Employee shall be responsible for 100% of the benefit premiums during periods of lay-off.

28.4 Effective at the signing of this Agreement, the total group benefit premiums to be paid will be cost shared between the Employer and Employee. The Employee's portion of the applicable premiums will be automatically deducted from each pay. Employees shall pay 100% of their Long-Term Disability (LTD) premiums. The Employer shall pay 100% of the remaining premiums for benefits (Health, Dental, Life, Dependant Life and AD&D), to a maximum of \$350/month per Employee.

28.4.1 Subject to eligibility under the insurer's policy, Employees who are on LTD shall be eligible to maintain their benefits, provided the Employee pays the applicable premiums as mutually agreed upon.

28.5 Employees who are absent from work due to a work related injury or illness that is covered by the Workers' Compensation Board will be responsible for their

share of premiums as outlined in Article 28.3 for a period of twenty-four (24) months or their return to work, whichever is sooner.

- 28.6 Employees on layoff shall have the option of continuing coverage under the group benefit plan for up to six (6) months, but will have to pay the total premium (both the Employee and the Employer share). The Employee may opt to drop coverage if they are laid off.
- 28.7 It is understood and agreed to by the Union and the Employer that all permanent Part-Time and job-sharing Employees will be provided group benefit coverage on the same cost basis as Full-Time Employees. These Employees will initially have the option of participating, but once they decide to take advantage of the benefit, they must continue to do so.
- 28.8 The Parties agree that Employees who retire prior to age 65 will be offered the opportunity to remain on any health and dental benefit plan they are able to qualify for at their own cost and expense. The Employee shall provide the Employer with post-dated cheques to cover the cost. Should the Employee default on payment, then they will be removed from the plan.
- 28.9 All Full-Time and Part-Time Employees who work a regular, continuous schedule and meet the eligibility criteria of the pension plan carriers shall be enrolled in the Multi-Sector Pension Plan (MSPP) and the Manulife Defined Contribution Plan (Manulife) following a successful completion of the probation period.

The Employer's total pension contribution for each eligible Employee shall be 8.0% of Applicable Wages. Each eligible Employee's total pension contribution shall be 8.0% of Applicable Wages.

The MSPP contribution will be set at 10.5%, with 5.5% contributed by the Employer and 5% contributed by the Employee. The Manulife contribution will be set at 5.5% with 2.5% contributed by the Employer and 3% contributed by the Employee.

- 28.9.1 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

### **Multi-Sector Pension Plan**

- 28.10 In this Article, the terms used shall have the meanings as described:

- 28.10.1 "Plan" or "MSPP" means the Multi-Sector Pension Plan.
- 28.10.2 "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; and
  - vi) while on Maternity and/or Parental Leave and in receipt of Supplementary Employment Benefits.

All other payments, premiums, allowances and similar payments are excluded.

- 28.10.3 "Eligible Employee" means all Employees in the Bargaining Unit.

28.11 The Employer agrees to provide to the Administrator of the MSPP, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in an electronically readable form, the information shall be provided in such form to the MSPP if the Administrator so request.

For further specificity, the items required for each eligible Employee by Article 28.10.3 of the Agreement include:

- 28.11.1 To Be Provided to the MSPP Once Only At MSPP Commencement:
- Date of Hire
  - Date of Birth
  - Date of First Contribution
  - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
  - Gender
- 28.11.2 To Be Provided to the MSPP With Each Remittance:
- Name

- Social Insurance Number
- Monthly Remittance
- Pensionable Earnings
- Year to Date Contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

28.11.3 To Be Provided to the MSPP Initially and as Status Changes:

- Full Address
- Termination Date Where Applicable (MM/DD/YY)
- Marital Status and any change to Marital Status
- Date of Death (if applicable)

28.11.4 To be Provided Annually but no later than December 1:

- Current complete address listing for all Eligible Employees;
- Period(s) of absence due to illness or disability, including WCB (while Employee retains seniority);
- Period(s) of lay-off, while subject to recall;
- Period(s) of absence for Maternity and/or Parental Leave;
- Period(s) of strike or lockout;
- Other leaves of absence.
- Hours worked by employees covered by the collective agreement who are yet eligible employees, in the month and cumulatively since their date of hire.

28.12 The Union acknowledges and agrees that other than making its contributions to the MSPP as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the MSPP, or be responsible for providing any such benefits.

28.13 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the MSPP adopted by the Trustees of the MSPP, both as may be amended from time to time. The Employer had entered into a Participation Agreement with the Trustees of the MSPP, dated and signed on July 27, 2010 in the form attached hereto as Appendix E.

28.14 The Union and the Employer acknowledge and agree that under the current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the Parties.

28.15 It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the MSPP exceeds the amount specified in the Collective Agreement then in force, the Parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

## **Article 29 – Wages and Benefits**

- 29.1 The Employer shall pay salaries and wages bi-weekly in accordance with Appendix A, which is attached to and forms part of this Collective Agreement. Retroactive pay shall be paid to Employees who were in the Bargaining Unit on date of signing.
- 29.2 On each pay day, each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. The amount of pension contribution will be broken down separating the amount going to MSPP and the amount going to Manulife. The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order, this Collective Agreement or mutual agreement between the Employer and the Employee.
- 29.3 Any Full-Time Employee covered by this Collective Agreement who is temporarily assigned to another position for which the rate of pay is lower than the rate of pay for such Employee's regular position shall receive the Employee's regular rate of pay for the temporary assignment.
- 29.4 If an Employee covered by this Collective Agreement is temporarily assigned to and designated the duties of another position inside or outside the Bargaining Unit for which the rate of pay is higher than the rate of pay for the Employee's regular position, and the Employee is assigned to and performs in that capacity, the Employee shall receive the wages at the bottom of the absent Employee's salary scale or a minimum of five percent (5%) over the Employee's regular wage rate, whichever is greater, effective day one of assuming the new position.
- 29.5 The Employer may place newly hired Employees on the pay scale based on the prior experience of the Employee. Such newly hired Employees shall not be started at the top rate for the scale.
- 29.6 An Employee that retires after attaining the age of fifty-five (55) shall receive a payment of \$75.00 for each complete year of service with the Employer. Once the Employee reaches 15 years of service the payment shall be \$125.00 for each complete year of service.

## **Article 30 – Health and Safety**

- 30.1 The Employer, the Union, and Employees covered by this Collective Agreement agree to cooperate in maintaining safe and healthy working conditions and to comply with applicable provisions of the *Nova Scotia Occupational Health and Safety Act* and policies as approved by Council as amended from time-to-time. An Employee, pursuant to the terms of the *Occupational Health and Safety Act*, has the right to refuse unsafe or unhealthy work.
- 30.2 The Joint Occupational Health and Safety Committee may deal with matters of safety and health, as discussions between the Employer and the Union are deemed necessary.
- 30.3 The matter of what protective clothing or safety equipment is required may be referred to the Joint Occupational Health and Safety Committee for consideration and recommendation.
- 30.4 The Employer shall provide adequate first aid kits at all work sites, buildings, complexes, and county vehicles as required by the *Occupational Health and Safety Act of Nova Scotia* or as recommended by the Joint Occupational Health and Safety Committee. The Employees working in those vehicles or at those sites shall be responsible for the proper care and maintenance of those kits and to advise the Employer in writing where there is a need to replenish supplies for such kits.



## Article 31 – Uniform and Clothing Allowance

31.1 Upon hiring, the Employer agrees to provide each new Employee whose position, in the opinion of the Employer, requires any of the following to a maximum of \$650 (excluding taxes and upon submission of receipts) toward a clothing allowance.

The Clothing/Safety Gear that is eligible are the following:

- i. Coveralls/Overalls
- ii. Work pants/Work Shirts
- iii. Work boots/Safety Shoes
- iv. Work Jackets (Winter/Summer)

31.2 Gloves, rain suits, safety rubber boots, and all other safety supplies shall be provided by the Employer at no cost to the Employees.

31.3 Existing Employees, whose position, in the opinion of the Employer, requires safety or clothing allowance, will be eligible for a clothing allowance of \$650.00 excluding taxes each calendar year upon submission of receipts.

31.4 Any difference of opinion between the Supervisor and Employee regarding the requirement of Clothing/safety gear shall be referred to the Human Resources Manager for resolution.

31.5 The Employee shall be responsible for the care of all equipment issued to them, and shall return such equipment to the Employer on request or when replacement is required. All damage to safety equipment supplied by the Employer is to be reported immediately to the Employer.

31.6 Any identifying marks or insignia required by the Employer to be placed on any clothing or uniforms per this Article shall be excluded from this allowance and the cost be wholly borne by the Employer.

## **Article 32 – Alcoholism and Drug Addiction**

32.1 The Parties agree that without detracting from the rights and obligations of each other under this Collective Agreement, to co-operate in assisting and encouraging Employees afflicted with alcoholism or drug addiction to seek help with the objective of rehabilitation. This provision shall not obligate either Party to make any specific commitment in any given case, as each one is to be considered on an individual basis. The Parties will accommodate up to undue hardship where necessary.

## Article 33 – Technological Change

- 33.1 The Employer agrees to notify the Union at least three months before the introduction of any technological or other changes which would reduce the number of Bargaining Unit employees or reduce the working hours of any Bargaining Unit member covered by this agreement including:
- 33.1.1 the nature of the change;
  - 33.1.2 the date on which the Employer proposes to effect the change;
  - 33.1.3 the approximate number and classification(s) of Employees likely to be affected by the change;
  - 33.1.4 the effects the change may be expected to have on Employees' working conditions and terms of employment.
- 33.2 Employees whose position is to be eliminated or has had their hours of work reduced can exercise their rights under [Article 12](#).
- 33.3 Employees will be given appropriate training on any new pieces of equipment or computer programs or any other new technology. Requests for additional training or time to acquire skills will be granted if required. Time spent by Employees in such training shall be considered time worked and be paid per the Collective Agreement. The Employer shall pay approved costs for such training.
- 33.4 In cases where there is no reduction in the hours of work or in a position, but there is a material change to the working conditions, software, or the nature of the work being done by the Employee, the Employer will communicate such change to the Union prior to implementation. Such notice is not required where either:
- 33.4.1 the Union is aware, or
  - 33.4.2 the impacted Bargaining Unit members are actively participating in the planning and implementation of such changes.

## **Article 34 – Job Sharing**

- 34.1 Employees may request to participate in a Job Share providing all of the following conditions are met:
- 34.1.1 Operational requirements are fulfilled. The provision of services is not adversely affected;
  - 34.1.2 Employees requesting a job share are Full-Time Employees;
  - 34.1.3 Employee(s) involved would not have been through or must have been cleared from formal review of sick time per [Article 20.16](#);
  - 34.1.4 There is no additional cost to the Employer not including cost of group benefits; and
  - 34.1.5 Approval has been received from the CAO.

In the event the Employer has certain concerns about a job sharing proposal, an Employer representative shall discuss the concerns with the job share applicant. As a result of the discussion, the job share applicant may choose to revise the application for job sharing with the advice of a Union official. The CAO will look at each case on an individual basis and may consider exceptions.

- 34.2 Job sharing partners shall be classified as Part-Time job share or Temporary Part-Time job share Employees pursuant to the terms and conditions of the Agreement.
- 34.3 No Employee shall be required to enter into a job sharing arrangement.

### **Initiating a Job Sharing Request**

- 34.4 An Employee (the “Applicant”) wishing to share their position may submit a written proposal for job sharing to the Employee’s immediate Manager/Director with a copy for the Union (Appendix C). The Manager/Director will submit the proposal to the CAO for consideration.
- 34.5 The Applicant must be a CUPE Bargaining Unit member and the incumbent of the regular position to be shared. Both the Applicant and the Job Sharing Partner Employee must be suitably qualified and capable of carrying out the full duties and responsibilities of the position shared. Both Employees must enter into the agreement voluntarily and be mutually agreeable to its conditions.
- 34.6 The temporary Part-Time position to be created by the job sharing opportunity shall be posted in accordance with [Article 26](#).

- 34.7 Where more than one Employee is interested in the posted job opportunity, the job sharing partner shall be chosen in accordance with [Article 26](#).
- 34.8 The Employer may assess the practicality of recruitment outside of the Bargaining Unit, in the case where no Bargaining Unit Employee (in accordance with the job posting provisions of the Collective Agreement) is interested in the job sharing partner opportunity.
- 34.9 The Applicant will remain in their original position and the recruitment process will conclude if no suitable job sharing partner is found in either the internal or external posting.

### **Cessation of Temporary Job Sharing Arrangements**

- 34.10 Upon expiry of a temporary job sharing arrangement, regular Employees will be returned to the same positions (if existing) or equivalent regular position as held prior to the temporary job share agreement. In the event that an Employee was hired into the job sharing arrangement from outside the Bargaining Unit or from another temporary position with the Employer, their employment shall cease with the expiry of the temporary job sharing arrangement.
- 34.11 Each temporary job sharing arrangement shall remain in effect for the specified term or until the Employer or one or more of the job sharing partners provides thirty (30) days notice of their intention to discontinue the job sharing agreement or the Parties (including the Union) mutually agree to extend the arrangement.
- 34.12 A job share agreement will be terminated should the original full-time position be subject to a reduction in hours.

### **Terms of Job Sharing Arrangements**

- 34.13 The position will be clearly identified as a temporary job sharing arrangement. Any new Employee hired to fill a vacancy created by two Employees entering into the temporary term job share arrangement shall be hired on a temporary basis and will be referred to as a Temporary Employee as defined in [Article 4.6](#).
- 34.14 The duration of the job share will be a set term, with a minimum of six (6) months. Any party who wishes to terminate or extend a temporary job share arrangement shall give written notice at least thirty (30) days in advance. The job sharing arrangement will only be extended where the Parties (including the Union) mutually agree.
- 34.15 A work schedule including days off will be developed with the Employees' Manager/Director prior to commencement of the job share. The work schedule and percentage of the job share each Employee actually works will be mutually agreeable to all Parties involved. Where no mutual agreement can be reached, the job sharing arrangement shall terminate.

- 34.16 The provisions of [Article 16](#) – Holidays shall apply to employees sharing one position. Those Employees will collectively receive holiday pay on a pro-rata basis based on their percentage of the job share as long as the position meets the eligibility requirements under [Article 16](#). For example: if the Job Share is 50%, then both Employees would receive 50% of holiday pay provided the position met the eligibility requirements.
- 34.17 Job Sharing Employees will be paid for hours worked during the pay period. All time in excess of the regular thirty-five (35) hours or forty (40) hours or forty-eight (48) hours in a week as defined in [Article 15.1](#) and authorized in advance by the Supervisor shall be considered overtime and will be compensated as overtime in accordance with [Article 15](#). For Job Sharing Employees, it is the combined hours actually worked (excluding sick and vacation hours) by the Employees sharing one position that must be in excess of the regular work week as defined in [Article 15.1](#) to be considered for Overtime.
- 34.18 Employees sharing one position may want to work any absences of the other employee with whom they share the position. Such time worked shall not constitute overtime unless the Employee works beyond the regular work day. If the Employee works beyond the regular work day the provisions of Article 15.1 shall apply.
- 34.19 Employees involved in the job sharing arrangements shall have their vacation entitlements per [Article 17](#) prorated by the number of hours the Employee regularly works.
- 34.20 All pension and other benefits for Employees entering into a Job Share Agreement shall continue per this Collective Agreement.

## Article 35 – General Conditions

- 35.1 The Employer shall provide bulletin board space accessible to Employees in the Bargaining Unit 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 after receiving prior approval of the Employer, which shall not be unreasonably withheld.
- 35.2 All provisions of this Collective Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted invalidates or disallows any portion of this Collective Agreement, the entire Collective Agreement shall not be invalidated and the rest of the Collective Agreement shall remain in effect.
- 35.3 Employees who are Volunteer Firefighters or a member of Search and Rescue Services in the geographic region of the County of Kings, shall be granted a paid leave of absence with no loss of benefits or seniority for all time they are away from their position when dealing with or responding to a local emergency page subject to operational requirements by the Employer.
- 35.4 **Job Descriptions**  
The Employer agrees to compile and maintain job descriptions for all positions for which the Union is the bargaining agent. Following review pursuant to [Article 27.8](#), job descriptions will be released to the Union for review and input. Job Descriptions for all positions in the Bargaining Unit shall be completed during the life of this Agreement.
- 35.5 When the Employer creates a new position, the Employer will notify the Union 30 days prior to the posting of such position. The Employer shall share the draft job posting, and if available, job description, with the Union prior to time of posting. Following review pursuant to [Article 27.8](#), any new job description will be released to the Union for review and input.

## **Article 36 – Correspondence**

- 36.1 All official correspondence between the Parties arising out of this Collective Agreement or incidental to it shall pass to and from the CAO (or designate) and the Local Secretary of the Union (or designate).



## **Article 37 – Contracting Out**

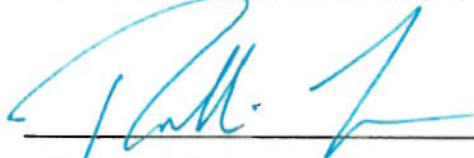

- 37.1 The Employer reserves the right to contract out.
- 37.2 The Employer shall endeavour in all instances to do work with its own Employees and equipment.
- 37.3 Prior to contracting out work or services which are part of the core duties or responsibilities of any Employee (as stated in the job evaluation questionnaire) and subject to Article 37.5 (Emergency Situations), the Employer shall provide the Union with a minimum of forty-five (45) working days written notice and this notice shall include the true motivations for contracting out the work or services, the name and contact information of the decision maker, and all background information including an estimate of the cost of providing the work or service by its own workforce and the cost of contracting out such work or services (recognizing that the cost factor may not be the sole determinant in the decision to contract out).
- 37.3.1 Within two weeks of providing written notice, the Labour Management Committee shall convene a meeting to discuss the issue. The CAO shall be in attendance.
- 37.3.2 Within two weeks of the meeting identified in Article 37.3.1, a second meeting of the Labour Management Committee will be held with the relevant Managers/Directors and the Employee(s) who may be affected to discuss the Employer's rationale for contracting out.
- 37.4 At its option, the Union shall be given the opportunity to discuss the decision to contract out with the decision maker including the opportunity to speak on the matter at an open Council meeting.
- 37.5 The Union recognizes that in an emergency situation where it is impossible to give forty-five (45) working days written notice per Article 37.3, the President of the Local or designate and affected Employees shall be consulted as soon as possible. In an emergency situation the Employer shall utilize its Employees where possible.
- 37.6 The Union agrees that the current contracting out of any work or services which are part of the core duties or responsibilities of any Employee may be continued to be contracted out until those third party contracts expire.
- 37.7 Where the Employer intends to renew or replace those third party contracts referred to in Article 37.6, Articles 37.2, 37.3, and 37.4 shall apply.

**Article 38 – Term of Agreement**



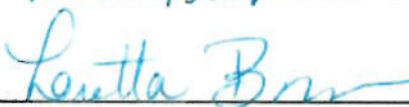

- 38.1 This Collective Agreement shall be effective from November 1, 2020 and be in effect until October 31, 2024.
- 38.2 It is agreed that there shall be no strikes, slowdowns, picketing, working to rule, or any other interruptions of normal work by the Employees covered by this Collective Agreement and/or the Union during the time this Collective Agreement is in effect, and it is agreed that there shall be no lockouts by the Employer during the time this Collective Agreement is in effect.
- 38.3 Any changes to this Collective Agreement may be made by mutual agreement in writing at any time during the existence of this Collective Agreement.
- 38.4 Either party desiring to propose changes to this Collective Agreement shall, between the period of 30 and 90 days prior to the termination date, give notice in writing to the other party.

SIGNED this 9 day of April, 2021 in Coldbrook, Nova Scotia.

The Municipality of the County of Kings

  
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Digitally signed by Gregory Barr  
Date: 2021.04.09 11:00:07 -03'00'  
Wichols  
\_\_\_\_\_  
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Canadian Union of Public Employees  
Local 2618

  
\_\_\_\_\_  
  
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\_\_\_\_\_  
  
\_\_\_\_\_

## Appendix A – Wage Scales

### Inside/Outside Employees

#### November 1, 2020 (2%)

Level		Step 1	Step 2	Step 3	Step 4
		6 months	12 months	12 months	
1		\$ 17.41	\$ 18.21	\$ 18.99	\$ 19.79
2		\$ 19.21	\$ 20.08	\$ 20.95	\$ 21.83
3	246-275	\$ 20.85	\$ 21.80	\$ 22.75	\$ 23.69
4	276-305	\$ 23.38	\$ 24.45	\$ 25.51	\$ 26.57
5	306-335	\$ 25.76	\$ 26.82	\$ 27.99	\$ 29.15
6	336-365	\$ 28.57	\$ 29.87	\$ 31.17	\$ 32.47
7	366-395	\$ 30.93	\$ 32.33	\$ 33.74	\$ 35.15
8	396-425	\$ 34.05	\$ 35.60	\$ 37.10	\$ 38.69
9	426-460	\$ 35.31	\$ 36.91	\$ 38.53	\$ 40.13

Level 1 – Skilled Labourer Parks and Recreation

Level 2 – Skilled Labourer Engineering and Public Works

### Vector Truck Wage Scale

#### November 1, 2020 (2%)

Level	Points	Step 1	Step 2	Step 3	Step 4
		500 Hours	500 Hrs Plus Certification	12 Months	
4	276-305	\$ 23.38	\$ 24.45	\$ 25.51	\$ 26.57

**Step 1:** 500 Logged hours on a Vector Truck before Employee is eligible for Step 2.

**Step 2:** Vector Truck Operators Training Certificate plus 6 months before Employee is eligible for Step 3.

**Steps 3-4:** Employee proceeds to next steps after they have worked 12 months at each step. Subject to operational needs and availability of instructor, training on the Vector Truck will occur within six (6) weeks of hiring.

**Inside/Outside Employees**

**November 1, 2021 (1.5%)**

Level		Step 1	Step 2	Step 3	Step 4
		6 months	12 months	12 months	
1		\$ 17.67	\$ 18.48	\$ 19.27	\$ 20.09
2		\$ 19.50	\$ 20.38	\$ 21.26	\$ 22.16
3	246-275	\$ 21.16	\$ 22.13	\$ 23.09	\$ 24.05
4	276-305	\$ 23.73	\$ 24.82	\$ 25.89	\$ 26.97
5	306-335	\$ 26.15	\$ 27.22	\$ 28.41	\$ 29.59
6	336-365	\$ 29.00	\$ 30.32	\$ 31.64	\$ 32.96
7	366-395	\$ 31.39	\$ 32.82	\$ 34.25	\$ 35.68
8	396-425	\$ 34.56	\$ 36.13	\$ 37.70	\$ 39.27
9	426-460	\$ 35.84	\$ 37.46	\$ 39.11	\$ 40.73

Level 1 – Skilled Labourer Parks and Recreation

Level 2 – Skilled Labourer Engineering and Public Works

**Vactor Truck Wage Scale**

**November 1, 2021 (1.5%)**

Level	Points	Step 1	Step 2	Step 3	Step 4
		500 Hours	500 Hrs Plus Certification	12 Months	
4	276-305	\$ 23.73	\$ 24.82	\$ 25.89	\$ 26.97

**Step 1:** 500 Logged hours on a Vactor Truck before Employee is eligible for Step 2.

**Step 2:** Vactor Truck Operators Training Certificate plus 6 months before Employee is eligible for Step 3.

**Steps 3-4:** Employee proceeds to next steps after they have worked 12 months at each step. Subject to operational needs and availability of instructor, training on the Vactor Truck will occur within six (6) weeks of hiring.

**Inside/Outside Employees**

**November 1, 2022 (1.5%)**

Level		Step 1	Step 2	Step 3	Step 4
		6 months	12 months	12 months	
1		\$ 17.94	\$ 18.76	\$ 19.56	\$ 20.39
2		\$ 19.79	\$ 20.69	\$ 21.58	\$ 22.49
3	246-275	\$ 21.48	\$ 22.46	\$ 23.44	\$ 24.41
4	276-305	\$ 24.09	\$ 25.19	\$ 26.28	\$ 27.37
5	306-335	\$ 26.54	\$ 27.63	\$ 28.84	\$ 30.03
6	336-365	\$ 29.43	\$ 30.77	\$ 32.11	\$ 33.45
7	366-395	\$ 31.86	\$ 33.31	\$ 34.76	\$ 36.22
8	396-425	\$ 35.08	\$ 36.67	\$ 38.27	\$ 39.86
9	426-460	\$ 36.38	\$ 38.02	\$ 39.70	\$ 41.34

Level 1 – Skilled Labourer Parks and Recreation

Level 2 – Skilled Labourer Engineering and Public Works

**Vector Truck Wage Scale**

**November 1, 2022 (1.5%)**

Level	Points	Step 1	Step 2	Step 3	Step 4
		500 Hours	500 Hrs Plus Certification	12 Months	
4	276-305	\$ 24.09	\$ 25.19	\$ 26.28	\$ 27.37

**Step 1:** 500 Logged hours on a Vector Truck before Employee is eligible for Step 2.

**Step 2:** Vector Truck Operators Training Certificate plus 6 months before Employee is eligible for Step 3.

**Steps 3-4:** Employee proceeds to next steps after they have worked 12 months at each step. Subject to operational needs and availability of instructor, training on the Vector Truck will occur within six (6) weeks of hiring.

**Inside/Outside Employees**

**November 1, 2023 (2.5%)**

Level	Points	Step 1	Step 2	Step 3	Step 4
		6 months	12 months	12 months	
1		\$ 18.39	\$ 19.22	\$ 20.05	\$ 20.90
2		\$ 20.28	\$ 21.21	\$ 22.12	\$ 23.05
3	246-275	\$ 22.02	\$ 23.02	\$ 24.03	\$ 25.02
4	276-305	\$ 24.69	\$ 25.82	\$ 26.94	\$ 28.05
5	306-335	\$ 27.20	\$ 28.32	\$ 29.56	\$ 30.78
6	336-365	\$ 30.17	\$ 31.54	\$ 32.91	\$ 34.29
7	366-395	\$ 32.66	\$ 34.14	\$ 35.63	\$ 37.13
8	396-425	\$ 35.96	\$ 37.59	\$ 39.23	\$ 40.86
9	426-460	\$ 37.29	\$ 38.97	\$ 40.69	\$ 42.37

Level 1 – Skilled Labourer Parks and Recreation

Level 2 – Skilled Labourer Engineering and Public Works

**Vactor Truck Wage Scale**

**November 1, 2023 (2.5%)**

Level	Points	Step 1	Step 2	Step 3	Step 4
		500 Hours	500 Hrs Plus Certification	12 Months	
4	276-305	\$ 24.69	\$ 25.82	\$ 26.94	\$ 28.05

**Step 1:** 500 Logged hours on a Vactor Truck before Employee is eligible for Step 2.  
**Step 2:** Vactor Truck Operators Training Certificate plus 6 months before Employee is eligible for Step 3.  
**Steps 3-4:** Employee proceeds to next steps after they have worked 12 months at each step. Subject to operational needs and availability of instructor, training on the Vactor Truck will occur within six (6) weeks of hiring.

## Appendix B – Job Classification

Subject to future job evaluation requests and approvals

Position	Salary Level Info
Skilled Labourer - seasonal	1
Skilled Labourer	2
Lab Tech II	3
Customer Service Representative	4
Administrative Assistant	4
Vactor Truck Operator*	4
Accounts Payable Clerk	5
Finance Services Admin Support	5
Tax Clerk	5
Treatment Plant Operator	5
Maintenance Planner	5
Accounting Analyst	6
Payroll & Water Billing Clerk	6
Records Management Specialist	6
Facilities Coordinator	6
Engineering Technologist	6
Millwright/Operator	6
Industrial Electrician/Operator	6
GIS Technician	6
Support/Development Specialist	6
Geomatics Engineering Technologist	6
Development Officer	7
By-Law Enforcement Officer	7
Recreation Coordinator	7
Lab Tech I	7
Building Official	8
Fire-Official	8
Diversity and Outreach Specialist	8
Business Development Specialist	8
Geoinformatics Specialist	8
Network Administrator	8
Compliance Officer	8
Database Administrator/Developer	8
Policy Analyst	8
GIS/Planner	9
Financial Analyst	9
Planner	9

\* Vactor Truck rate while driving and/or operating the truck.

**Appendix C – Job Sharing Application**

Service Area: \_\_\_\_\_ Classification: \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

**PRESENT JOB ASSIGNMENT**

Classification: \_\_\_\_\_  
 Location: \_\_\_\_\_

I, the above named Employee, hereby apply for approval of a job sharing agreement. The position to be shared is: \_\_\_\_\_ in \_\_\_\_\_ Service Area.

I have read the terms and conditions of the job sharing agreement between the Employer and the Union as determined in the Collective Agreement and agree that this agreement shall be bound by those terms and conditions.

I hereby submit my reason(s) for wishing to enter into this job arrangement, which is (are):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I propose that this job sharing shall be structured as follows:

The position shall be temporary.

The arrangement shall run for a period of \_\_\_\_ months from the start date. The arrangement shall begin on the date that the Employee who will be sharing the position is able to begin the job sharing arrangement.

I understand that approval of this application is contingent upon determination by the Employer that the position is a good candidate for a job share and that its implementation will maintain operational requirements and service to the public.

I wish to split this position on a \_\_\_\_\_% basis to be scheduled for the duration of the arrangement (unless otherwise agreed as follows):

\_\_\_\_\_  
 \_\_\_\_\_

Employee Signature	Date	Employee Signature	Date
Manager/Director Signature	Date	CAO Signature	Date



## **Appendix D – Positions Excluded from the Bargaining Unit**

Chief Administrative Officer  
Deputy Chief Administrative Officer  
Municipal Clerk  
Strategic Projects Specialist  
Director of Finance & Information Technology  
Director of Land Use, Planning and Inspection Services  
Director of Engineering & Public Works, Lands & Parks  
Human Resources Manager  
Manager of Engineering Manager of Operations  
Manager of Inspection & Enforcement  
Manager of Financial Reporting  
Manager of Revenue  
Manager of Planning and Development  
Active Living Coordinator (Grant-paid Staff)  
Climate Change Coordinator (Grant-paid Staff)

## Appendix E – Participation Agreement

### PARTICIPATION AGREEMENT

This Agreement made this 27 day of July, 2010

BETWEEN:

Municipality of Kings County  
(the "Employer")  
-AND-  
MULTI-SECTOR PENSION PLAN  
by its Trustees  
(the "Trustees")

In consideration of the Employer becoming a participating employer in the Multi-Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the collective agreement between the Employer and Local 2618 of the Canadian Union of Public Employees (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the collective agreement dated the 27<sup>th</sup> day of July, 2010 (the "Collective Agreement") failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended ("Declaration of Trust") which established the plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and Provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in

the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.

5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O 1990, Ch. P-8, as amended, and any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

- (i) To Be Provided Once Only At Plan Commencement
  - Date of Hire
  - Date of Birth
  - Date of First Contribution
  - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- (ii) To Be Provided With Each Remittance
  - Name
  - Social Insurance Number
  - Monthly Remittance
  - Pensionable Earnings
  - Year to Date Contributions
  - Employer portion of arrears owing due to error, or late enrolment by the Employer

(iii) To Be Provided Initially And As Status Changes

Full Address

Termination Date Where Applicable (MM/DD/YY)

Marital Status

(iv) To Be Provided Annually but no later than December 1

Current complete address listing

*Municipality of the County of King Co.*

EMPLOYER:

Per:

MULTI-SECTOR PENSION PLAN, by its Trustees

Per:

AI\*COPE491

## Appendix F - Uniform and Clothing Allowance – Eligible Employees

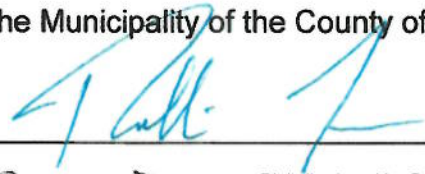


Skilled Labourer – seasonal (Prorated based on weeks worked)
Skilled Labourer
Lab Tech II
Vactor Truck
Treatment Plant Operator
Maintenance Planner
Facilities Coordinator
Engineering Technologist
Millwright/Operator
Industrial Electrician/Operator
Development Officer
By-Law Enforcement Officer
Lab Tech I
Building Official
Fire Official
Compliance Officer
Geomatics Engineering Technologist
GIS Technician
Geoinformatics Specialist

**Letter of Understanding #1 – Apprenticeship Programs**


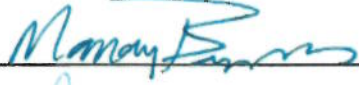
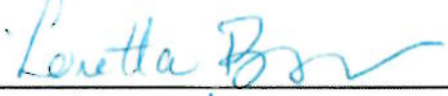

The Employer agrees to provide support for current Employees to enrol in apprenticeship programs to acquire work related certifications related to Employer identified workplace needs.

SIGNED this 9 day of April, 2021 in Coldbrook, Nova Scotia.

The Municipality of the County of Kings

  
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Canadian Union of Public Employees  
Local 2618

  
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**Memorandum of Understanding #1 – Engineering and Public Works Complex**

WHEREAS the Employer has a requirement to change the location of the Engineering and Public Works Complex;

AND WHEREAS the Union would like to be consulted early in the process focusing on the functional requirements of the complex;

AND WHEREAS the Union would like an opportunity to provide input on functional requirements;

AND WHEREAS the Union and Employer have agreed that the Union Members will have their input considered by the CAO and the Design Consultant who will be hired:

THEREFORE the following procedure will be used:

After the Consultant has been chosen but before any potential designs have been discussed, the consultant, CAO/Deputy CAO, Senior Management team, the Labour Management team as well as representatives from Engineering and Public Works will meet to provide input as to the functional requirements and safety requirements of the complex taking ergonomics of the work areas into consideration.

During the conceptual design phase a further meeting will occur with the Parties to review the design and discuss the detailed requirements of the complex.

The CAO/Deputy CAO will take the input generated during the consultation meetings to the discussions with Council to be considered when they are preparing for each part of the process to completion.

SIGNED this 9 day of April, 2021 in Coldbrook, Nova Scotia.

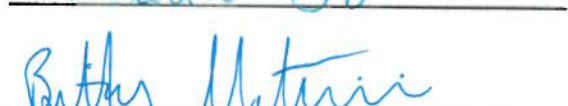
The Municipality of the County of Kings



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Canadian Union of Public Employees  
Local 2618



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