

Collective Agreement

- Between -

TOWN OF WESTVILLE

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 281**

April 1, 2021 – March 31, 2025

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THIS AGREEMENT MADE THIS _____ DAY OF _____, 2021, A.D.

BETWEEN:

TOWN OF WESTVILLE
hereinafter referred to as the "Employer",

Party of the First Part

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 281
hereinafter referred to as the "Union",

Party of the Second Part

PREAMBLE

Where it is the intention and purpose of the parties to this Agreement to recognize the importance and to maintain the existing harmonious relationship and settled conditions of employment between the Town, Employees, and the Union. Thus, further recognizing and nurturing the relationship of mutual respect, promotion of well-being, efficiency, and productivity of its Employees, to that end improving the quality of Public Service to the Town of Westville and its citizenry. Accordingly, the parties hereto set for the certain terms and conditions of employment affecting Employees covered by this Agreement.

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

1. To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - PURPOSE

- 1.0 The purpose of this agreement is to set forth the agreed rates of pay, hours of work, Employee's benefits and other working conditions affecting the Employees covered by it. Additionally, the purpose is to provide an orderly procedure for the prompt and equitable disposition of grievances, and to foster and maintain a harmonious and mutually beneficially relationship between the Employer, Union and the Employees covered by this agreement.**

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes and acknowledges that the management of the Department and the direction of the working forces are fixed exclusively in the Employer and that the Employer retains the rights and functions of Management, that it has by law and without limited the generality of the foregoing, of the Employer, subject to such mediation modification or limitation as appears elsewhere in the Agreement to:**
- i. Maintain order, discipline and efficiency, and in connection therewith, to make, alter and enforce from time-to-time reasonable rules and regulations, and to discipline Employees for just cause;**
 - ii. Select, hire, transfer, assign to shifts, promote, demote, classify, layoff or recall Employees, subject to the terms of this Collective Agreement;**
 - iii. Determine the location of operations, and their expansion or their curtailment; the direction of working forces, the schedule of operations, the number of shifts, the methods, processes and means of operations, job content, the establishment of work or job assignments, the qualifications, competence of an Employee to perform any particular job, the number of Employees needed by the Employer at any time, financial policies, including general accounting procedures;**
 - iv. Introduce and use new and different methods, process and equipment;**
 - v. Exercise sole and exclusive jurisdiction over all operations, buildings, equipment and Employees;**
 - vi. Exercise its residual management rights effectively save only insofar as they are specifically modified by this Agreement.**

- 2.02 Any policy implementation will be shared with the Employees and required that they or the Foremen sign off on the delivery of such notice to Employees.**
- 2.03 Nothing in this Article shall, however, deprive an Employee from exercising their full rights under the Grievance Procedure as set out in this Agreement.**

ARTICLE 3 - DEFINITIONS

3.01 The Union, herein defined by Article 3.02 (f) and the Town, herein defined by Article 3.02 (l) agree to the following definitions:

3.02 Definitions

- (a) Full-Time Employee is an Employee of the Town of Westville who has completed their probationary period and who works on a full-time basis, that is eight (8) hours per day, five (5) days per week for a total of forty (40) hours per week.
- (b) Seasonal Employee is an Employee hired for short term work, who works no more than eight (8) consecutive months, unless mutually agreed between the Employer and Union.
- (c) Casual Employee is an Employee who has no regularly scheduled shifts but is hired to be available for call-in to assist with additional work or relieve for sick leave, holiday or vacation leave or any other approved leaves of absence.
- (d) Probationary Employee is a newly hired Employee.
- (e) Bargaining Unit means a group of Employees covered by Certification Order No. 1203 issued by the Nova Scotia Labour Relations Board.
- (f) Union means the Canadian Union of Public Employees, Local 281.
- (g) Employee means a person who is employed in a position within the Bargaining Unit.
- (h) Employer means the Town of Westville.
- (i) **Emergency includes natural disaster, manmade disaster, watermain or wastewater main break.**
- (j) **Agreement means Collective Agreement, between the Town of Westville and the Canadian Union of Public Employees, Local 281.**

(k) Good Standing means in accordance with the Constitution and By-laws of the Union.

(l) Town means Town of Westville.

3.03 Subject to the provisions of Article 3.02, persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, or in emergencies when regular Employees are not available.

3.04 Use of Grant Workers

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

The Employer agrees that such grants will not reduce the hours of work of any position now within the bargaining unit. Further, it is not the intention of the Employer to use Grant Workers on work that would normally be performed by bargaining unit members.

The Employer agrees that Grant Workers will not be taken on with the Town if any full-time Employees are on layoff.

The Employer will inform the Union President by mail of the contents of the Application for a Grant.

The parties agree that Grant Workers shall not be employed in the following areas:

- Operating any machinery used for Public Works
- Water and Sewer Maintenance
- Catch Basins
- Any work with another Town Employee on bargaining unit work

3.05 No Employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this contract.

3.06 Right of Fair Representation

The Union shall have the right, at any time, to have the assistance of an accredited representative of the Canadian Union of Public Employees when dealing with or negotiating with the Employer.

3.07 Work Site Access

The representative designated by the Union will be given access to work sites to meet with Employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid.

ARTICLE 4 - RECOGNITION AND NEGOTIATIONS

- 4.01** The Town recognizes the Canadian Union of Public Employees, Local 281, as the sole collective bargaining agent for the Employees of the Public Works Department, Seasonal, Custodian and Casual save and except the Superintendent of Public Works and Water/Wastewater Services (Supt. PW), office employees and those excluded by the Trade Union Act.
- 4.02** The Employees under the bargaining unit shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when dealing with or negotiating with the Employer. Such representative shall have access to the Employer's premises in order to deal with matters arising out of the Collective Agreement provided they first arrange by telephone or in person an appointment at a time mutually agreeable.
- 4.03** Any persons whose regular job are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting, or in the case of emergencies when regular Employees are not available.
- 4.04** No Employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this contract.
- 4.05** The Employer shall provide a space for a Bulletin Board in the lunchroom 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.

ARTICLE 5 - NO DISCRIMINATION

- 5.01** The Employer and the Union agree that, subject to the Nova Scotia Human Rights Act, there shall be no discrimination, interference, restriction, or coercion with respect to any Employee covered by this Collective Agreement by reason of any characteristic or trait protected by the Nova Scotia Human Rights Act or by reason of membership or activity in the Union.

ARTICLE 6 - UNION SECURITY

- 6.01** All Employees covered by this Agreement, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union. The Union shall be the sole judge of the good standing of its members. All future Employees of the Employer shall, as a condition of continued employment, become members in good standing in the Union after two (2) months of continuous employment with the Employer.

Casual Employees will become members of the bargaining unit from date of hire and will be paid the bargaining unit rate listed in Appendix 'A' of the Collective Agreement.

6.02 Should a new Classification within this Agreement be created during the term of this Agreement, the Management and the Union Executive shall negotiate and decide on the rate and designation.

(a) If the parties are unable to agree on the rate of pay for the job in question, the matter shall be referred to grievance and arbitration for determination. The rate, once arbitrated, shall be retroactive to the time the new position came into the Union.

6.03 Contact Information

It is agreed that the Union and the Employees will not engage in Union activities during working hours unless agreed between the parties to hold meetings at any time on the premises of the Employer with the permission of the Employer, except as hereinafter provided.

ARTICLE 7 - CHECK-OFF OF UNION DUES

7.01 Union dues deduction and remittance

The Employer will deduct Union dues, initiate fees and assessments as set by the Union from each pay of all Employees covered by this Collective Agreement. The Union will inform the Employer of the deductions to be checked off at least one month in advance. Such deductions will be forwarded to the Union's Secretary-Treasurer no later than the 15th day of the month following the one in which they were deducted.

7.02 The Union agrees to indemnify and save harmless the Employer from any and all liability of action of any kind whatsoever that may arise out of deductions delivered to the Union.

7.03 Dues supporting documentation

Along with the deductions, the Employer will provide:

- (a) a completed Union dues remittance form, supplied by the Union; and**
- (b) an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all Employees from whose wages the deductions have been made; name, employment status (such as full-time, seasonal, casual), classification/job title, regular earnings, hours worked, and dues deducted.**

7.04 T-4 slip

The Employer will report the yearly amount of Union dues paid by each Employee on the Employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

7.05 Contact Information

(a) The Employer will provide to the Union a list of all the Employees in the Bargaining Unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (any other available personal telephone numbers such as cellular numbers), work e-mail and if available personal e-mail.

(b) The list will also indicate the Employee's work site and employment status (such as full-time, seasonal, casual) and if the Employee is on a leave of absence, the nature of the leave.

(c) The Employee Contact List will be provided in an electronic spreadsheet to the Union's Secretary-Treasurer on a yearly basis or from time to time when changes occur.

7.06 The Employer agrees to acquaint new Employees with the fact that a Union agreement is in effect and with the conditions of employment set out in Article 6 and 7, dealing with Union Security and Union Dues.

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence between the parties relating to this Collective Agreement or incidental thereto shall pass to and from the Chief Administrative Officer or their designate and the President of CUPE Local 281 or their designate.

8.02 (a) All such correspondence shall be hand delivered, emailed or faxed to the following addresses:

John Campbell
President, CUPE Local 281
P.O. Box 154
Westville, NS
B0K 2A0
Cell: 902-759-9263
Fax: 902-396-3103
Email: cupe281pres@hotmail.com

Linda Brown
Chief Administrative Officer
Town of Westville
P.O. Box 923
2042 Queen Street
Westville NS B0K 2A0
Ph: 902-396-2008 / Fax 902-396-3986
Email: linda.brown@westville.ca

(b) Should any of these addresses change or contact names changed the other party to this agreement must be notified within 90 days, or as

soon thereafter as the change becomes known

ARTICLE 9 - MANAGEMENT/LABOUR RELATIONS

9.01 For the efficiency of the service it is agreed by both parties to this agreement that a Management/Labour Relations Committee be set up. This Committee shall meet on request of either party to this Agreement, but in no event, shall there be a longer period than sixty (60) days elapse between the meetings, and the first meeting will be held when deemed necessary. The Committee shall consist of three (3) non-union persons appointed by the Employer and three (3) members of the Executive of the Local Union.

ARTICLE 10 – SENIORITY

10.01 Seniority shall mean the length of service with the Employer and shall be applied on a departmental basis only and not on a bargaining-unit-wide basis. Seniority shall be a determining factor in layoffs, rehiring, transfers, promotions, demotions and selection of vacation periods and shift preference, ability being equal.

10.02 Seniority will be credited to each Employee from the original date of hire, **with the exception of the following:**

- (a) All newly hired Employees shall have a probation period of four (4) months from the date of hire. The probation period may be extended by two (2) additional months if the Employer notified the Union prior to the expiry of their probation period. The Employer agrees to notify the Union of every extension and to meet with the probationary Employee who is given the extension to cite the reason for such extension. Conditional upon satisfactory service, a Probationary Employee shall be declared permanent after the probationary period of four (4) months.**
- (b) Should the employee not work their full probationary period, the Employee shall have no seniority rights and may, at the sole discretion of the Employer, be discharged without notice or severance pay, except as provided in Article 5 – No Discrimination.**
- (c) There shall be no accumulation of seniority for Casual Employees. (Moved from definitions.)**

10.03 Seasonal Employees

Employees hired by the Employer for short term work (no more than 8 months consecutive employment) shall be referred to as "Seasonal Employees". Seasonal Employees will only earn seniority on a pro-rated basis. **Their seniority, along with**

required skills and abilities will be used in candidacy evaluation.

10.04 Loss of Seniority

An Employee cannot lose seniority if **they are** absent from work because of sickness, disability, accident, layoff or leave approved by the Employer.

An Employee does not accumulate seniority when **they are** absent from work because of layoff or leave approved by the Employer.

An Employee shall only lose **their** seniority in the event:

- (a) **they are** is discharged for just cause and is not reinstated;
- (b) **they** resign in writing and does not withdraw within two (2) days;
- (c) **they** fail to return to work following a lay off within five (5) days after receiving notice by registered mail to do so, unless through sickness or other just cause. A refusal of a seasonal Employee to accept recall of such employment will not result in termination of seniority and will not prejudice **their** right to recall in the future. Laid off Employees engaged in alternate employment and who are recalled shall be permitted to give their current employer one (1) weeks' notice of termination to accept a recall.

It shall be the duty of Employees on lay off to provide the Employer with an up-to-date current mailing address for purposes of receiving notice of recall by registered mail. Nothing herein contained shall obligate the Employer to send notices of recall to Employees who have not worked for the Employer for two (2) years.

- (d) An Employee who is not in receipt of Long-term Disability (LTD) benefits, whose sick leave credits have been exhausted and who is not available for work within a one (1) year period.
- (e) The Employee is laid off for a period of one (1) year.
- (f) **The Employee retires from work;**
- (g) **They are absent from work in excess five (5) working days, without sufficient cause or without notifying the Employer, unless notification could not be given due to hospitalization.**

10.05 Transfer and Seniority Outside Bargaining Unit

No Employee shall be transferred to a position outside the Bargaining Unit without **their** consent. If an Employee is transferred to a position outside of the Bargaining Unit, **they** shall retain **their** seniority accumulated up to the date of leaving the Bargaining Unit, but will not accumulate any further seniority. Such Employee shall

have the right to return to a position in the Bargaining Unit during their trial period which shall be a maximum of six (6) months.

If an Employee returns to the Bargaining Unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

ARTICLE 11 - LAYOFFS AND REHIRING

11.01 Layoffs and Recalls

A layoff shall be defined as a reduction in the work force or reduction in the regular hours of work as defined in this Agreement.

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of layoff in a department, Employees shall be laid off in the reverse order of their departmental seniority. An Employee about to be laid off may bump any Employee with less seniority in the same department, providing the Employee exercising the right is qualified to perform the work of the Employee with less seniority. **It is recognized that the determination of the employee's qualifications rest exclusively with the town. This applies to lay-offs, promotions and re-call.**

Employees shall be recalled to work in order of their departmental seniority. No new Employee shall be hired to fill the position of an Employee on layoff until those Employees laid off have been given an opportunity of recall.

11.02 Advance Notice of Lay-off

The Employer shall give Employees notice of layoffs as required by the Labour Standards Code of Nova Scotia.

11.03 No new Employees will be hired until those laid off have been given an opportunity of re-employment. Employees who do not accept calls back to work regardless of the duration of the call back to work will be given three (3) separate opportunities to return to work. After three (3) attempts have been made by the Employer no additional attempts will be made. For all intents and purposes, the Employee at this point is considered to have **abandoned their employment.**

11.04 This article applies on a departmental basis only and not on a bargaining-unit-wide basis.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 (a) When a position within the bargaining unit becomes vacant, the Employer agrees to post the position within **twenty-one days (21)** days of the said vacancy. Ten (10) **working** days prior to filling any staff changes, promotion, creating of a new position or a vacancy occurs of a permanent or temporary nature, within the bargaining unit, the Town shall notify the Union in writing and post notice of the position in the Employer's office, and on the **lunchroom** provided Bulletin Boards, for a minimum of five (5) working days. This will allow all employees ample time to make written application for the posted position. Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, shift, and wage and salary rate or range.

No such advertisement for additional employees shall be made until after each posting has been completed.

(b) When a person is needed to fill a position within the Town's unionized workforce, the Town may engage a new Employee having the necessary qualifications and certifications for such position, if it is not possible to obtain a presently qualified/certified person from within the present unionized workforce of the Town. Determination of qualifications/certification shall be at the sole discretion of the Employer and in accordance with the job description of the position. No outside advertising for any vacancy shall be processed until the application of the present Union members have been fully processed. Such job opportunities shall be offered to the most senior Employees deemed to be qualified and having the appropriate certification.

12.02 Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant senior in the service and having the required qualifications and abilities.

12.03 Trial Period

The successful applicant shall be placed in the position on a trial period of four (4) months, which may be extended by the Employer two (2) additional months if the Employer notifies the Union prior to the expiry of **their** first month. The Employer agrees to notify the Union of every extension and to meet with the Employee who is given the extension to cite the reasons for such extension. The Employee may request and have the presence of a Union steward. Conditional on satisfactory performance during the trial period, the Employee shall be declared permanent following completion of the trial period.

12.04 In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, **they** shall be returned to **their** former position without

loss of seniority or salary, and any other Employee promoted or transferred because of the re-arrangement of positions shall be returned to their former position without loss of seniority and salary. This clause applies on a departmental basis only and not on a bargaining-unit-wide basis, but the Employer agrees to consider the application of all Employees in the bargaining unit before the position is advertised outside.

12.05 Probationary Employees will receive the appropriate bargaining unit rate.

12.06 The Union shall be notified of all promotions, demotions, transfers, hirings, layoffs, recalls, resignations, retirements, deaths or other terminations of employment.

12.07 The Employer will make every effort to accommodate an Employee who is unable to perform the full function(s) of their job duties because of legitimate illness or injuries. The accommodation will be worked out between the Employee, the Union and the Employer and will address any limitations placed on the Employee and verified by medical documentation at the request of the Employer. The Employer will cooperate in the process to the point they can prove undue hardship.

12.08 Training Employees

- (a)** In order to give employees the opportunity of becoming qualified for higher classifications, the Town will consider expressions of interest and agrees to select employees from time to time deemed to be suitable for training, and to train them. While being so trained and until such time as they are certified by the Town Public Works Superintendent to be qualified for a higher classification, their rate of pay will remain at the rate paid immediately previous to their selection as trainees.
- (b)** Upon Approval of the Town, the employee shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Town's travel policy. In all cases, written prior approval must be given to staff or reimbursement from the Town will not occur.
- (c)** Where a test for certification or license is required by the Town, the Town shall pay the cost of the test related to certification or license for the full-time employee.
- (d)** If the Town decides to change the required certification or license of a position, after it being awarded, the Town shall be responsible for any fees involved for successfully obtaining the required certification or license.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 The Employer acknowledges the right of the Union to appoint, or otherwise select, a Grievance Committee of three (3) members who shall be Employees of the Employer and one (1) members of the Local Executive. The personnel of such Committee shall be communicated to the Employer. All meetings of this Committee shall take place before or after the Employee's regular working hours.

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

STEP 1

If the Grievance Committee of the Union considers the grievance to be justified, the Employee(s) concerned, together with **their** steward or member of the Grievance Committee, shall first seek to settle the dispute with the Superintendent of Public Works within seven (7) working days of the incident.

STEP 2

Failing satisfactory settlement within seven (7) working days after the dispute was submitted under Step 1, the Employee(s) concerned together with the Grievance Committee will submit to the Chief Administrative Officer (CAO) the written grievance and the resolve expected. If there has been no resolve reached after seven (7) days, the grievance will proceed to arbitration as per Article 14 of this Collective Agreement.

13.03 Where a dispute involving a question of general application or interpretation occurs, the Employer and the Union may agree to bypass Step 1 of this Article.

13.04 Replies to grievances shall be in writing at all stages.

13.05 (a) Grievances settled satisfactorily within the time allowed shall date from the time the grievance was filed.

(b) Any written settlement of the grievance under this procedure shall be final and binding upon the Employer and the Union.

13.06 The Employer shall supply the necessary facilities for the grievance meetings.

13.07 The Union shall have the right to file a grievance which affects a group of Employees as a single grievance, listing the Employees affected

ARTICLE 14 – ARBITRATION

14.01 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the agreement. At the time notice is given that a Party intends to submit a grievance to arbitration, it shall indicate its nomination with the name and address of an Arbitrator(s).

14.02 If the Party receiving the notice fails to reply to the notice within five (5) working days of receipt of the notice or if the parties are unable to agree upon an Arbitrator, either party may give ten (10) **working days'** notice of its intention to request the Nova Scotia Minister of Labour to appoint an Arbitrator.

14.03 No person shall be selected as an Arbitrator if they have:

- a. Acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either party within the preceding one (1) year of their appointment.
- b. has pecuniary interest in the matters referred to the Arbitrator.

14.04 The Arbitrator shall determine its own procedures but all parties will be given full opportunity to present evidence and to make representations. The Arbitrator shall commence its proceedings as soon as possible after the appointment.

- a. The Arbitrator shall not be barred on the basis of a technical objection from hearing the substance of a grievance and rendering an award. For greater clarity, technical violations include, but are not limited to, irregularities occasioned by clerical, typographical or technical error in the written specification of the grievance.
- b. The decision of the Arbitrator shall be final, binding and enforceable on all parties.
- c. The Parties have the right to reconvene no later than thirty (30) day's after the Arbitrator's finding for a clarification of the decision should the Parties disagree as to the meaning of the decision.
- d. The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the Parties of this agreement.
- e. The Arbitrator does not have the power to modify, alter, or amend this agreement in any respect.

14.05 Each party will bear the cost of their own legal representation and expenses; however, the cost of the Arbitration, including the fees and expenses of the Arbitrator, shall be borne equally, fifty percent (50%) each by the Union and the Employer.

- 14.06** The Parties shall have the right to assistance of any Employee(s) including:
- a. The right to the Employee(s) as a witness without loss of pay or benefits at the hearing on the day(s) for which they are required.
 - b. All reasonable arrangements to view any working conditions which may be relevant to the settlement of the grievance.
- 14.07** A Mediator may be used with mutual agreement of the Parties.

ARTICLE 15 - DISCIPLINE, SUSPENSION AND DISCHARGE

15.01 Discipline Defined

Discipline shall mean any disciplinary action taken, through a progressive system by the Employer against an Employee which results in a verbal warning, written warning, written reprimand, suspension or discharge. An Employee may only be disciplined for just cause.

- 15.02** An Employee, who has completed **their** probationary period, may be dismissed only for just cause. Employees and the Union shall be advised in writing of the reason for such dismissal within five (5) business days.
- 15.03** An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article **13** – Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.
- 15.04** Should it be found upon investigation that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in **their** former position, without loss of seniority rating, and shall be compensated for all time and benefits lost in an amount equal to **their** normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.
- 15.05 Right to have Steward Present**
An Employee shall have **their** Steward present at any discussions with supervisory personnel which the Employee believes might be of a disciplinary nature. Where the Employer intends to interview an Employee for disciplinary purposes, the Employee shall be notified in advance of the purpose of the interview in order that **they** will contact **their** Steward to be present at the interview.
- 15.06** **The record of an Employee shall not be used against them at any time after twenty-four (24) months following the discipline except where incidents of the same or similar nature as that for which previous discipline occurred.**

15.07 An Employee shall have access to their personnel file during office hours upon having provided the Employer with reasonable notice of this request.

ARTICLE 16 - HOURS OF WORK

16.01 The normal work week for the Public Works Department shall consist of five (5) eight-hour days, constituting a forty (40) hour work week. No eight-hour shift shall be spread over a period longer than nine (9) hours, with one (1) hour off for lunch.

16.02 The normal work hours of the Custodian shall be 12:00pm to 8pm, Monday to Friday inclusive, unless otherwise determined by the Employer in consultation with the Union.

16.03 The work schedule of the Public Works Department shall be:

September – May: 8:00 am to 4:00 pm, unless otherwise mutually agreed by the Employer and Employee.

**June – August: 7:00 am – 4:00 pm (Monday thru Thursday)
8:00 am – 12:00 pm Friday**

One full-time employee and one seasonal employee will work 8:00 am – 4:00 pm to ensure coverage, unless otherwise mutually agreed by the Employer and Employee.

ARTICLE 17 - OVERTIME

17.01 All work performed in excess of eight (8) hours per day or forty (40) hours in any week, with the exception of Article 17.02, shall constitute overtime and the Employer shall pay for these hours at the rate of time and one-half (1½) the regular rate being paid the Employee.

17.02 All work performed on Sunday and the holidays set out in Article 19.01 shall be paid at the rate of double time (2x).

17.03 Any Employee called out for emergency work after regular hours on weekdays or weekends, except paid holidays, shall receive a minimum of four and one-half (4½) regular hours pay or time and one-half (1½) for time worked, whichever is greater. Should a callout last less than four (4) hours and the Employer not require the Employee at the job site, the Employee continues to be called out for the duration of the four (4) hours. Returns to the job site during this four (4) hour period will not constitute an additional callout.

17.04 Overtime shall be divided equally among the Employees engaged in similar types of operations and who are qualified to perform the work if available. When there is the opportunity for overtime, Employees will be called out on a rotating basis.

Superintendent of Public Works will keep an account of the rotating call-outs and post it on the bulletin board for all Employees information.

17.05 Banked Time in Lieu of Overtime

Employees shall be entitled to bank up to eighty (80) hours of overtime in any one (1) calendar year.

Overtime may be banked as follows:

- Forty (40) hours, (five (5) days) time off in lieu of paid overtime
- Forty (40) hours overtime pay

Banked time off in lieu of overtime is to be taken in minimum segments of one (1) day (eight (8) hours) to a maximum of five (5) days per calendar year and must be used within the calendar year in which the overtime is incurred. Seven (7) days' notice shall be provided prior to using banked time off, unless waived by the Employer.

In case of conflicting requests for time off in lieu of monetary compensation for overtime, seniority shall prevail.

Banked overtime pay shall be paid out at the Employee's request in the pay period following the date the request is made.

17.06 Scheduled Overtime

When scheduling overtime hours, there shall be no shifts scheduled that exceed twelve (12) continuous hours without a break provided of at least eight (8) consecutive hours.

17.07 Standby Pay

Upon the unavailability/absence of the Superintendent of Public Works & Water/Wastewater Services, the Foreman will be responsible for the standby duties. For the added responsibility of standby the Foreman will receive one hundred and fifty dollars (\$150) per week in compensation paid.

ARTICLE 18 - TEMPORARY TRANSFERS

18.01 Employees required temporarily to perform duties in a higher-rated position shall receive the higher rate while occupying such position. Employees required to perform duties in a lower rated position shall not have their rates reduced.

ARTICLE 19 - HOLIDAYS

19.01 All Employees shall receive one (1) day's pay for not working on the following Statutory holidays:

New Year's Day	1 st Monday in August
Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Truth and Reconciliation Day (Sept. 30)	

And any other holiday proclaimed by the Federal and/or Provincial Government.

19.02 In order to qualify for pay for the above-mentioned holidays, Employees will be required to work one (1) working day prior and one (1) working day following the holiday. **If the Employee is not available for work the day before or after the holiday, the Employee will not be entitled to pay for the holiday, unless off sick with a Doctor's certificate, or on an approved leave as per the Collective Agreement.**

ARTICLE 20 - VACATIONS

20.01 The Employer agrees to grant vacations with pay to Full-time Employees according to the following scale:

After one (1) year of service	3 weeks
After ten (10) years of service	4 weeks
After twenty (20) years of service	5 weeks

The Employer agrees to provide to Employees for their use, one (1) additional day of vacation to all Employees in excess of twenty (20) years of service to a maximum of five (5) additional days of vacation to an accumulated total of thirty (30) days after twenty-five (25) years.

Seasonal/Casual Employees shall be paid a percentage in lieu of vacation according to the following scale:

Upon hire	6% (six percent)
After 10 (ten) years of service	8% (eight percent)
After 20 (twenty) years of service	10% (ten percent)
After 25 (twenty-five) years of service	12% (twelve percent)

- 20.02** Any Employee not having a year of service prior to the commencement of the vacation period shall be allowed vacation at the rate of one (1) working day's vacation for each completed month of service, to a maximum of ten (10) working days but must have been employed for twenty (20) days in each month.
- 20.03** An Employee leaving the service of the Employer at any time in **their** vacation year before **they have** had **their** vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- 20.04** (a) If a Statutory or declared holiday falls or is observed during an Employee's vacation period, **they** shall be granted an additional day's vacation for each holiday in addition to **their** regular vacation time.
- (b) If an Employee is called out while on schedule vacation, the vacation day(s) will be added to the end of the vacation period and if that is not possible, the vacation day(s) will be placed back into the Employee's vacation bank.
- 20.05** All Employees shall be granted the vacation period at such time as may be mutually agreed upon by the Employer and the Employee. Preference in choice of vacation dates shall be on the basis of seniority.

A vacation calendar will be circulated amongst Employees, by seniority, starting March 1st. On first pass, each Employee will choose one (1) week of vacation. The calendar will continue to be circulated by seniority until all vacation has been chosen. Once vacation is chosen, an Employee may not bump another Employee from **their** chosen vacation.

Vacation schedules shall be posted by April 1st of each year and shall not be changed without the mutual agreement of the Employer and Employee.

Vacation requests received after April 1st shall be granted on first come first served basis.

- 20.06** Vacation requests during winter months may be granted if no more than one (1) Employee per classification is out at any given time. The Employer may grant vacation to more than one (1) Employee, per classification, if operational requirements permit.
- 20.07** The Employer shall provide, to each Employee by February 1st of each year, a written statement indicating the balance of any unused vacation from the previous year and vacation entitlement for the current year.
- 20.08** **Casual Employees will not accumulate sick days or vacation days. They will receive in lieu six per cent (6%) above their normal rate for sick days and vacation time and will follow the Labour Standards Code, Section 32 (1) for**

vacation in lieu of time off. There shall be no accumulation of seniority for Casual Employees.

20.09 Probationary Employees shall be on probation for a period of four (4) months from the date of hire. The probation period may be extended by two (2) additional months if the Employer notified the Union prior to the expiry of his/her first month. The Employer agrees to notify the Union of every extension and to meet with the probationary Employee who is given the extension to city the reason for such extension. Conditional upon satisfactory service, a Probationary Employee shall be declared permanent after the probationary period of four (4) months.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

21.02 Leave of absence without pay and without loss of seniority shall be granted, upon written request to the Employer, to Employees elected or appointed to represent the Union at Union Conventions. Such written request shall be made at least fourteen (14) days prior to the Convention. Such time shall not exceed a total of ten (10) working days in any one year. The Employer will continue the Employee on payroll and bill CUPE Local 281 for wages and Employer's portion of benefits. CUPE Local 281 shall pay that invoice within thirty (30) calendar days.

21.03 Bereavement Leave

(a) In the case of death in the immediate family of an Employee, the Employer will grant a leave of absence to such Employee during which they will receive their daily pay up to a maximum of five (5) days. The five (5) days shall be regular working days and may either be immediately subsequent to and including the day of death or immediately prior to and including the day of burial.

Immediate family shall be defined as the Employee's father, mother, step-mother, step-father, guardian, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, spouse, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-child, or ward of the Employee.

(b) Bereavement leave of three (3) working days shall apply to grandparent, step-grandparent, grandchild, or step-grandchild of the Employee or a relative permanently residing in the Employee's household or with whom the

Employee permanently resides. The "in-law" and "step-relative" relationships referred to in this provision will only be considered immediate family in cases where it is current relationships at the time the benefit is claimed.

- (c) Bereavement Leave of two (2) working days shall apply to aunt, uncle, niece or nephew of the Employee.
- (d) Depending on specific circumstances, the Chief Administrative Officer may authorize a longer period of leave with pay or without pay.
- (e) Bereavement leave of one (1) working day shall be granted to attend a funeral as an active pallbearer.
- (f) Bereavement leave shall be granted to an Employee to attend a funeral as a mourner, but such leave shall be unpaid and shall be limited to the time required to attend the funeral. Employees may use vacation or banked time in lieu.
- (g) Employees shall be entitled to two (2) additional paid days of Bereavement Leave for immediate family members, if the need to travel outside the Province is required.**

21.04 Adoption, Maternity, Paternity Leave

Except as otherwise stated herein, Adoption, Maternity and Paternity Leave provisions of Section 22, Employment Insurance Act, s.c.1996, c.23, shall be incorporated as part of this Collective Agreement and for greater certainty, these provisions shall be applied in cases of Adoption.

21.05 Special Leave – Birth

Where an Employee's spouse gives birth to a child or an adopted child arrives in the Employee's home, the Employee shall be granted special leave without loss of regular pay up to a maximum of two (2) business days.

21.06 Return from Maternity or Adoption Leave

The Employee may return to duty after a minimum of two (2) weeks' notice of their intention and shall be returned to their former position without loss of seniority or benefits for such absence. Employees who take such leave shall be permitted to purchase benefit for which they will pay 100% of premium.

21.07 Paid Jury or Court Witness Duty Leave

The Employer shall grant paid leave of absence without loss of seniority and benefits to an Employee who serves as a juror or witness in any court in a matter arising out of **their** employment with **their** Employer. The Employee will present proof of service. Time spent by an Employee required to serve as a court witness in any matter arising out of **their** employment shall be considered as time worked at

the appropriate rate of pay.

21.08 Sick Leave or Bereavement Leave During Vacation

Where it can be established by the Employee through a doctor's certificate that an illness or accident occurred, or where an Employee qualifies for bereavement or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The displaced period of vacation shall either be added to the vacation or reinstated for use at a later date, at the Employee's option, as mutually agreed to between the Employee and the Employer.

21.09 Personal Leave Days

Employees shall receive up to five (5) days leave with pay in the event the Employee has a serious fire or flood or, at the discretion of the Chief Administrative Officer, or if this person is not available their immediate supervisor, time off with pay to take care of a serious home or family emergency.

21.10 Family Leave

The Employer shall grant a maximum of three (3) days paid leave of absence per calendar year to Employees for the purpose of providing care to a dependant family member. Family leave shall be used to:

- o Provide care to a dependant family member living in the home when no other than the Employee is available, ie: sick child, dependant care issues;
- o Upon seven (7) days' notice, except emergency situation, provide transportation for hospital, medical or dental appointments to a dependant family member.

21.11 Volunteer Firefighters

Where an Employee is a Volunteer Firefighter and the Employer approves the Employee leaving during the shift, the Employee will suffer no loss of regular pay while performing their duties as a Volunteer Firefighter responding to an emergency call. **However, the Employee cannot seek payment of firefighter's duties separately for those hours the Town pays for through their regular salary.**

ARTICLE 22 – SAFETY, BENEFITS AND PENSION PLANS

22.01 (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace to prevent accidents, illness and injury. The Employer agrees to abide by the Nova Scotia Occupational Health and Safety Act and Regulations as well as all other applicable Federal or Municipal legislation.

- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit Employees.
- (c) Any representative appointed or selected in accordance with (b) hereto shall serve a term of one (1) calendar year from date of appointment which may be renewed for further periods of one (1) year. Time off for such representative to attend meetings of the Joint Occupational Health and Safety Committee in accordance with the foregoing shall be deemed to be work time for which the representative shall be paid by the Employer at their regular rate of pay.
- (d) An Employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, unless a Doctor states that the Employee is fit for further work on that shift.
- (e) Transportation to the nearest physician or hospital for Employee(s) requiring medical care as a result of an accident shall be at the expense of the Employer.

22.02 The Employer agrees to provide first aid equipment at all relevant locations throughout the workplace and on worksites as required under Section 82 (*Occupational Health and Safety First-Aid Regulations*) of the Occupational Health and Safety Act.

22.03 Sick Leave

Full time Employees shall earn sick days at the rate of one and one-half (1½) days per month until a maximum of one hundred (100) days have accumulated. Accumulated sick leave can be used prior to proceeding on the E.I. sickness benefits.

The Employer shall provide, upon request of an Employee, a written statement indicating the balance of accumulated sick days.

22.04 Extended Illness

- (a) The Employer may request and Employees shall provide, when requested, medical documentation in cases of extended illness to verify the Employee's ability to return to work and perform their normal duties. Any cost for such documentation shall be paid for by the Employer.
- (b) An Employee may be required to produce a certificate from a medical practitioner for any illness certifying that **they were** unable to carry out **their**

duties due to illness. Any cost for such certificate shall be paid for by the Employer.

22.05 Pension

The Employer agrees to provide a Pension Plan to all Full-time Employees and qualifying Seasonal Employees, cost-shared as follows:

The Employee contributes 6.1% on all gross earnings. The Employer contributes 7.545% on the Employees gross earnings.

Employees are allowed to contribute to their plan any additional funds they may wish to by making arrangements with the Plan Fund Managers.

The Plan will be mandatory for Full-time Employees and qualifying Seasonal Employees.

22.06 Workers' Compensation as it Pertains to Sick Leave

The Employer agrees to pay the net pay of each Employee while on Workers' Compensation and the Employee agrees to forfeit to the Employer all monies received from Workers' Compensation.

22.07 Employee Benefits Plan Cost Sharing

It is agreed that as a condition of employment and continuance thereof, all eligible Employees shall contribute forty percent (40%) cost of Group Life Insurance and Medical/Dental Plans with the Employer contributing the remaining sixty percent (60%) cost of the Plan. Eligible Employees are defined as Full-time permanent as per the Employee Benefits Plan regulations. Long Term Disability costs are the responsibility of the Employee.

ARTICLE 23 - PAYMENT OF WAGES

- 23.01 (a)** The Employer shall pay salaries and wages in accordance with Schedule 'A' attached hereto and forming part of this Agreement. On each pay day, each Employee shall be provided with an itemized statement of **their** wages and deductions.
- (b)** The Employer agrees to a manual paycheque for any Employee who, because of errors created by the Employer, does not receive **their** pay by electronic deposit. The Employer shall issue the paycheque on the next day.

ARTICLE 24 - PROTECTIVE CLOTHING

24.01 (a) The Employer agrees to supply the protective clothing and safety equipment listed below and without cost, to Full-time Public Works Employees and the Custodian.

Protective clothing shall be identified as:

- Safety vests
- Safety glasses
- Hard hats
- Hearing protection
- Gloves (work and rubber)
- **Rubber boots as necessary**
- One (1) winter coat every two (2) years

and shall be provided as required by the Superintendent of Public Works. The Employer agrees any protective clothing purchased by the Town that is damaged or unsuitable for work, as a result of work, will be replaced by the Employer.

The Employer shall supply each full-time Employee with a yearly allowance of three hundred dollars (\$300.00) payable on the last regular payday in September of each year, for rain jackets, rain pants, protective coveralls, pants or any other necessary work clothing that is needed.

(b) Seasonal Public Works Employees will be entitled to the following protective clothing and safety equipment listed below:

- Safety vests
- Safety glasses
- Hard hats
- Hearing protection
- Gloves (work and rubber)
- **Rain jackets**
- **Rain pants**
- **Rubber boots as necessary**
- Protective coveralls

(c) Casual Public Work Employees will be entitled to the following protective clothing and safety equipment listed below:

- Safety vests
- Safety glasses
- Hard hats
- Hearing protection
- Gloves (work and rubber)
- **Rubber boots as necessary**

24.02 The Employer agrees to supply safety boots with safety toes to Public Works Employees as follows:

- Full-time Employees, one (1) pair per year, cost not to exceed **two hundred, fifty dollars (\$250.00)**
- Seasonal Employees, one (1) pair every three years, cost not to exceed **two hundred, fifty dollars (\$250.00)**

Any amounts left over from the purchase of boots, can be used toward the purchase of rain gear, protective coveralls, pants, or any other necessary work clothing, by first obtaining a PO number from the Employer. A receipt is to be submitted to the Employer, for proof of purchase.

24.03 For purchase through a supplier other than co-ordinated by the Employer, Employees will submit a paid receipt to the Employer for reimbursement. Employees will be reimbursed by separate cheque within one (1) week to the maximum allowance amount.

ARTICLE 25 - JOB CLASSIFICATION

25.01 The rate of pay for any position not covered by Schedule 'A' which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and rate of pay of the job in question, such dispute shall be submitted to negotiation and arbitration. The new rate shall become retroactive to the time when the position was first filled by an Employee.

25.02 Job Descriptions

The Employer shall keep current and make available job descriptions for all Employees covered under this Collective Agreement.

ARTICLE 26 - AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION

26.01 In the event the Employer merges or amalgamates with any other body, the Employer will make every reasonable effort to the best of its ability that:

1. Employees shall be credited with all seniority rights with the new unit/employer.
2. All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new unit/employer.
3. All work and services presently performed by members of the Canadian

Union of Public Employees shall continue to be performed by CUPE members with the new unit/employer.

4. Conditions of employment and wage rates of the new unit/employer shall be no less than the provisions of this Agreement.
5. No Employee shall suffer a loss of employment as a result of merger.
6. Preference in location of employment in the merged municipality shall be on the basis of seniority.

ARTICLE 27 - RETROACTIVE PAY FOR TERMINATED EMPLOYEES

27.01 An Employee who has severed their employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other prerequisites to the date of their termination. The exception would be any Employee terminated for just cause and not reinstated.

ARTICLE 28 - LONG SERVICE AWARD

28.01 When a Full-time or Seasonal Employee presents a written notice of their intent to retire and in fact retires, this will trigger the pay-out of the service award owed to said Employee. The earliest an Employee may retire would be fifty-five (55) years of age.

Service award is calculated as follows:

- One hundred dollars (\$100) per year for full time employees to a maximum of two thousand, five hundred dollars (\$2,500.00);
- Fifty dollars (\$50) per year for seasonal employees to a maximum of one thousand, two hundred, fifty dollars (\$1,250.00);
- Or a combination thereof; that represents fifty dollars (\$50) per year for seasonal employment and one hundred dollars (\$100) per year for full-time employment.

The Employer will use the best 25 years in calculating the service award.

28.02 In the event of the death of an Employee prior to their retirement, this allowance shall be paid to the Employee's Estate.

ARTICLE 29 - CONTRACTING OUT

29.01 No Reduction in Permanent Employees

The Employer agrees to no reduction in permanent Employees as a result of contracting out during the period of this agreement, barring natural disasters.

29.02 The parties agree that volunteers shall not be taken on by the Employer and assigned the duties as performed by the full-time Operators.

ARTICLE 30 - EMPLOYEE ASSISTANCE PROGRAM

30.01 During the life of this Collective Agreement, the Employer agrees to continue the Employee Assistance Program at no cost to the Employee.

ARTICLE 31 - NEW CLASSIFICATIONS IN UNION

31.01 If the Union can demonstrate with signed cards that they have majority support of a group of Town Employees, the Employer will grant voluntary recognition of the group subject to the exclusion of confidential Employees and the final description of the bargaining unit.

ARTICLE 32 - GENERAL

32.01 Proper accommodation shall be provided for Employees to have their meals and keep their clothes.

32.02 The Employer shall provide a space for bulletin boards in all **lunchrooms** 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.

32.03 All rights, benefits, privileges and working conditions which the Employees now enjoy, receive or possess as Employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 33 - TERM OF AGREEMENT

33.01 This Agreement shall be binding and remain in effect from **April 1, 2021 to March 31, 2025** and shall continue in effect from year to year unless either party gives at least sixty (60) days written notice to the other party of their desire to amend this Agreement. Any amendments to this agreement must be agreed upon

by both parties.

33.02 The Union and the Employer agree to cost-share the printing of the Collective Agreements in booklet form at 50-50.


33.03 Agreement to Continue in Force

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

DATED THIS 7 DAY OF December, 2021.

SIGNED ON BEHALF OF:

TOWN OF WESTVILLE



MAYOR



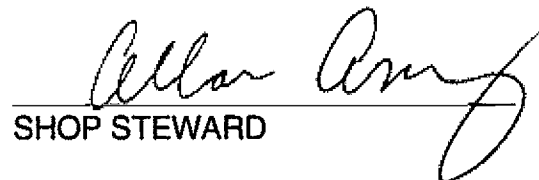
CHIEF ADMINISTRATIVE OFFICER

/cope491

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 281



PRESIDENT



SHOP STEWARD

APPENDIX "A" – WAGES

Classification	Current Rate	Apr.1, 2021 2.5%	Apr.1, 2022 2%	Apr.1, 2023 2%	Apr.1, 2024 2%
Chief Operator	25.89	26.54	27.07	27.61	28.16
Operator	22.69	23.26	23.72	24.20	24.68
Labourer	19.50	19.99	20.39	20.79	21.21
Seasonal Employee	17.34	17.77	18.13	18.49	18.86
Custodian	21.68	22.22	22.67	23.12	23.58
Casuals	Will receive the classification rate they are employed in.				

Increase base rate for Labourer to \$19.50/hr from the execution of this document; retroactive percentage increase on all other wages, however Labourer will be retro will only be applied to the current rate of \$18.50/hr.

Casual is paid the rate of pay for classification.

1. Employee assuming the Foreman responsibilities will be paid one dollar and fifty cents (\$1.50) per hour in addition to their regular job classification rate.
2. Any Employee assigned to the classification of Chief Operator will if requested by the Employer, possess their Level 1 & 2 in Water Distribution and Level 1 & 2 in Wastewater Collection or be willing to obtain such levels as required by Nova Scotia Department of Environment and Labour (NSDEL). The Employee will receive an additional twenty-five cents (\$0.25) an hour for each Level completed with the approval of the Employer. These classification levels must be obtained within 3 years of being promoted to the Chief Operator position. Should there be a situation where this process has been delayed and should there be legitimate reason(s) for a delay in this process, the time frame can be extended with the mutual agreement of the Union and the Employer.
3. Effective June 22, 2017, there will be a one-time non-retroactive increase of fifty cents (\$0.50) per hour for the position of Operator only.

APPENDIX "B" – SENIORITY LIST

PUBLIC WORKS DEPARTMENT Full-Time Seniority			
EMPLOYEE	POSITION	DATE OF HIRE	DATE OF FULL-TIME HIRE
Christopher Selig	Chief Operator	July 25, 2011	June 2, 2015
Allan Avery	Chief Operator/ Foreman	July 14, 2014	June 2, 2015
Roger Ferguson	Labourer	August 8, 2016	December 7, 2016
Brandon Campbell	Labourer	March 12, 2018	November 12, 2019
Ken Dunn	Operator	June 2, 2020	October 20, 2020
Al Morris	Seasonal	June 3, 2020	
Patrick Lewis	Seasonal	June 27, 2020	

EMPLOYEE	POSITION	DATE OF HIRE	DATE OF FULL-TIME HIRE
Donnie Tail	Custodian	April 16, 2018	April 1, 2019
EMPLOYEE	POSITION	DATE OF HIRE	
Rob Snell	Casual Operator		December 31, 2013

cope/491

JOB DESCRIPTION - OPERATOR



Town of Westville Job Description

Job Title: Operator

Job Type: Full Time

Reports To: Foreman and/or Public Works Superintendent

Direct Reports: None

Job Purpose: The Public Works Operator's purpose is to contribute to a team of operators and labourers in the safe and effective operation of the Town's water, sewer, transportation, and trails systems; as well as parks, green spaces, fields and other Town own properties

Duties and Responsibilities

- Assist in the operation and maintenance of the Town's water, wastewater and storm water systems
- Inspect water and wastewater systems, connections and meters
- Obtain quarterly meter readings
- Obtain daily, weekly, and quarterly water samples in accordance with the Westville Water Utility Monitoring Plan and NSE Compliance
- Provide guidance to the PW Labourers when working as a team
- Ensure that Nova Scotia safety standards and Town safety policies are adhered to
- Take part in the Public Works Department on-call rotation (as required)
- Maintain and install sidewalks, curbs and gutters and perform concrete work
- Maintain roadways, crosswalks, ditches and regulatory and street signage
- Respond to after hour work including winter maintenance and systems emergencies
- Operate all Town equipment and perform daily routine and preventative maintenance
- Perform equipment repair work as abilities permit
- Other duties and general labour as required (can this say general labour as we have labourers?)
- Work under the direction of the Foreman, Chief Operator and/or Public Works Superintendent.

Qualifications

The minimum qualifications required to successfully perform the job are as follows:

- Completion of high school or equivalent;
- Valid Nova Scotia Class III drivers' licence with Air Brake Endorsement
- Confined Space Training (to be provided by employer)
- First Aid (to be provided by employer)
- Traffic Control and Signage (to be provided by employer)
- Safe Excavation (to be provided by employer)

Knowledge, Skills and Abilities

The following knowledge, skills and abilities are required

- Safe Heavy Equipment Operation
- Experience related to road construction
- Experience related to water, wastewater, storm water construction
- Experience in snow and ice control (snow plowing, sanding/salting etc.)
- Ability to work independently as required

Special Requirements

- Required to maintain confidentiality
- Satisfactory Criminal Record Check
- Clean Drivers Abstract
- Must possess or work towards the NS Environment Operator-in-Training Certificate, with the ability to obtain appropriate levels for the Town of Westville Systems.

Working Conditions

This position can involve labour intensive work within difficult environmental conditions that include frequent lifting, moving and carrying objects up to 50lbs or less; ascend or descend ladders, stairs, ramps, utilize feet and legs or hands and arms; maintain body equilibrium to prevent falling when walking, standing, crouching, or navigating narrow, slippery surfaces; bend body downward and forward by bending spine and legs; move about on hands and knees or hands and feet; use hands to fingers, handle or feel objects; and to reach with hands and arms.

While performing the essential functions of this position the employee is frequently exposed to extreme weather, fumes, odours, excessive noise, traffic and dampness/humidity. While performing the essential functions of this job, while precautions with safety is the utmost importance.

Conclusion

This job description is intended to convey the information essential to understanding the scope of the position and nature and level of work performed by the incumbent. But the job description is not intended to be an exhaustive list of qualifications, skills, efforts, duties, responsibilities or working conditions association with the position. Therefore, it could be expected that from time to time additional items may be added to the list, as long as they would be naturally occurring within this type of role.

Certification and Approval

Employee and Supervisor Certification

<p>I certify that I have read and accept the duties and responsibilities assigned to this position</p> <p>_____</p> <p>Signature (Employee)</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Date</p>	<p>I certify that this job description is accurate description of the duties and responsibilities assigned to this position.</p> <p>_____</p> <p>Signature (Supervisor)</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Date</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Approved by the CUPE Local President:

Signature (CUPE Local President)

Printed Name

Date

Approved by the Chief Administrative Officer:

Signature (Chief Administrative Officer)

Printed Name

Date

JOB DESCRIPTION – CHIEF OPERATOR



Town of Westville Job Description

Job Title: Chief Operator

Job Type: Full-Time

Reports To: Foreman and/or Public Works Superintendent

Direct Reports: Operator and Labourer

Job Purpose: The Public Works Chief Operator's purpose is to contribute to a team of operators and labourers in the safe and effective operation of the Town's water, sewer, transportation, and trails systems; as well as parks, green spaces, fields and other Town own properties

Duties and Responsibilities

- Operate and maintain the water, wastewater and storm water systems owned by the Town (including open ditch conveyance systems)
- Inspect water and wastewater, and storm water services – connections and meters
- Obtain quarterly meter readings
- Obtain daily, weekly and quarterly water samples in accordance with the Westville Water Utility Monitoring Plan and NSE compliance
- Provide direction and guidance to Public Works Operators and Labourers when working as a team
- Ensure that Nova Scotia OHS safety standards and Town safety policies are adhered to
- Take part in the Public Works Department on-call rotation (as required)
- Maintain and install sidewalks, curbs and gutters and perform concrete work
- Maintain roadways, crosswalks, ditches and regulatory and street signage
- Respond to after hours work, including Winter Maintenance and Systems Repairs and Emergencies
- Operate all Town equipment used in the Public Works Department
- Perform equipment repair work as abilities permit
- Investigate and identify problems with the Town's Utilities and Infrastructure
- Keep records and logs as required for compliance with regulator bodies, including but not limited to the Department of Environment
- Monitor and Trend SCADA System
- Other duties as required

Qualifications

The minimum qualifications required to successfully perform the job are as follows:

- Completion of high school or equivalent;
- Valid Nova Scotia Class III Drivers License with Air Brake Endorsement
- Must possess or working toward obtaining Nova Scotia Environment Level II in Water Distribution and Level II Wastewater Collection
- Confined Space Training (to be provided by employer)
- First Aid (to be provided by employer)
- Traffic Control and Signage (to be provided by employer)
- Safe Excavation (to be provided by employer)

Knowledge, Skills and Abilities

The following knowledge, skills and abilities are required

- Safe Heavy Equipment Operation
- Experience related to road construction
- Experience related to water, wastewater, storm water construction
- Experience in snow and ice control (snow plowing, sanding/salting etc.)
- Ability to work independently as required

Special Requirements

- Required to maintain confidentiality
- Criminal Record Check
- Clean Drivers Abstract
- Take part in water/wastewater training courses to develop system technical knowledge and maintain CEUs.

Working Conditions

This position can involve labour intensive work within difficult environmental conditions that include frequent lifting, moving and carrying objects up to 50lbs or less; ascend or descend ladders, stairs, ramps, utilize feet and legs or hands and arms; maintain body equilibrium to prevent falling when walking, standing, crouching, or navigating narrow, slippery surfaces; bend body downward and forward by bending spine and legs; move about on hands and knees or hands and feet; use hands to fingers, handle or feel objects; and to reach with hands and arms.

While performing the essential functions of this position the employee is frequently exposed to extreme weather, fumes, odours, excessive noise, traffic and dampness/humidity. While performing the essential functions of this job, while precautions with safety is the utmost importance.

Conclusion

This job description is intended to convey the information essential to understanding the scope of the position and nature and level of work performed by the incumbent. But the job description is not intended to be an exhaustive list of qualifications, skills, efforts, duties, responsibilities or working conditions association with the position. Therefore, it could be expected that from time to time additional items may be added to the list, as long as they would be naturally occurring within this type of role.

Certification and Approval

Employee and Supervisor Certification

<p>I certify that I have read and accept the duties and responsibilities assigned to this position</p> <p>_____</p> <p>Signature (Employee)</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Date</p>	<p>I certify that this job description is accurate description of the duties and responsibilities assigned to this position.</p> <p>_____</p> <p>Signature (Supervisor)</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Date</p>
<p>Approved by the CUPE Local President:</p> <p>_____</p> <p>Signature (CUPE Local President)</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Date</p>	<p>Approved by the Chief Administrative Officer:</p> <p>_____</p> <p>Signature (Chief Administrative Officer)</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Date</p>

JOB DESCRIPTION - LABOURER



Town of Westville Job Description

Job Title: Labourer

Job Type: Full-Time

Reports To: Foreman and/or Public Works Superintendent.

Direct Reports: None

Job Purpose: The Public Works Labour's purpose is to contribute to a team of operators and labourers in the safe and effective operation of the Town's water, sewer, transportation, and trails systems; as well as parks, green spaces, fields and other Town own properties

Duties and Responsibilities

- Maintain town parks, trails, playgrounds and other Town properties
- Assist operators in the maintenance and operation of water, wastewater and storm water system owned by the Town
- Provide traffic control, snow removal, garbage removal and lawn maintenance
- Adhere to all Nova Scotia OHS Safety Standards and Town Safety Policies
- Respond to after hours work – including Winter Maintenance and Water, Wastewater and/or storm water emergencies
- Operate various pieces of Town equipment as required
- Perform daily routine maintenance
- Maintain and install sidewalks, gutters and curbs and perform concrete work
- Perform equipment repair work as abilities permit
- Assist in the maintenance of roadways, ditches, sidewalks, regulatory and street signage
- Perform housekeeping duties at the Public Works Garage and Stockyard
- Other duties assigned and generally within the scope of work of a labourer in a Municipal Workforce

Qualifications

The minimum qualifications required to successfully perform the job are as follows:

- Completion of high school or equivalent;
- First Aid (to be provided by employer)
- WHIMIS (to be provided by employer)
- Traffic Control Person (to be provided by employer)
- Confined Space (to be provided by employer)

Knowledge, Skills and Abilities

The following knowledge, skills and abilities are required

- Must have the physical ability to perform manual labour including lifting and climbing
- Safe operation of small equipment (training provided)

Special Requirements

- Valid Nova Scotia Class 5 Drivers Licence
- Clean Drivers Abstract
- Required to maintain confidentiality

- Satisfactory Criminal Record Check;

Working Conditions

This position can involve labour intensive work within difficult environmental conditions that include frequent lifting, moving and carrying objects up to 50lbs or less; ascend or descend ladders, stairs, ramps, utilize feet and legs or hands and arms; maintain body equilibrium to prevent falling when walking, standing, crouching, or navigating narrow, slippery surfaces; bend body downward and forward by bending spine and legs; move about on hands and knees or hands and feet; use hands to fingers, handle or feel objects; and to reach with hands and arms.

While performing the essential functions of this position the employee is frequently exposed to extreme weather, fumes, odours, excessive noise, traffic and dampness/humidity. While performing the essential functions of this job, while precautions with safety is the utmost importance.

Conclusion

This job description is intended to convey the information essential to understanding the scope of the position and nature and level of work performed by the incumbent. But the job description is not intended to be an exhaustive list of qualifications, skills, efforts, duties, responsibilities or working conditions association with the position. Therefore, it could be expected that from time to time additional items may be added to the list, as long as they would be naturally occurring within this type of role.

Certification and Approval

Employee and Supervisor Certification

<p>I certify that I have read and accept the duties and responsibilities assigned to this position</p> <p>_____</p> <p>Signature (Employee)</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Date</p>	<p>I certify that this job description is accurate description of the duties and responsibilities assigned to this position.</p> <p>_____</p> <p>Signature (Supervisor)</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Date</p>
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Approved by the CUPE Local President:

Signature (CUPE Local President)

Printed Name

Date

Approved by the Chief Administrative Officer:

Signature (Chief Administrative Officer)

Printed Name

Date

JOB DESCRIPTION – SEASONAL LABOURER



Town of Westville Job Description

Job Title: Seasonal Labourer

Job Type: Seasonal

Reports To: Foreman and/or Public Works Superintendent.

Direct Reports: None

Job Purpose: The Public Works Seasonal Labour's purpose is to contribute to a team of operators and labourers in the safe and effective operation of the Town's water, sewer, transportation, and trails systems; as well as parks, green spaces, fields and other Town own properties

Duties and Responsibilities

- Maintain town parks, trails, playgrounds and other Town properties
- Assist operators in the maintenance and operation of water, wastewater and storm water system owned by the Town
- Provide traffic control, snow removal, garbage removal and lawn maintenance
- Adhere to all Nova Scotia OHS Safety Standards and Town Safety Policies
- Respond to and assist with work emergencies
- Operate various pieces of Town equipment as required
- Perform daily routine maintenance
- Maintain and install sidewalks, gutters and curbs and perform concrete work
- Perform equipment repair work as abilities permit
- Assist in the maintenance of roadways, ditches, sidewalks, regulatory and street signage
- Perform housekeeping duties at the Public Works Garage and Stockyard
- Other duties assigned and generally within the scope of work of a labourer in a Municipal Workforce

Qualifications

The minimum qualifications required to successfully perform the job are as follows:

- Completion of high school or equivalent;
- First Aid (to be provided by employer)
- WHIMIS (to be provided by employer)
- Traffic Control Person (to be provided by employer)

Knowledge, Skills and Abilities

The following knowledge, skills and abilities are required

- Must have the physical ability to perform manual labour including lifting and climbing
- Safe operation of small equipment (training provided)

Special Requirements

- Valid Nova Scotia Class 5 Drivers Licence
- Clean Drivers Abstract
- Required to maintain confidentiality
- Satisfactory Criminal Record Check;

Working Conditions

This position can involve labour intensive work within difficult environmental conditions that include frequent lifting, moving and carrying objects up to 50lbs or less; ascend or descend ladders, stairs, ramps, utilize feet and legs or hands and arms; maintain body equilibrium to prevent falling when walking, standing, crouching, or navigating narrow, slippery surfaces; bend body downward and forward by bending spine and legs; move about on hands and knees or hands and feet; use hands to fingers, handle or feel objects; and to reach with hands and arms.

While performing the essential functions of this position the employee is frequently exposed to extreme weather, fumes, odours, excessive noise, traffic and dampness/humidity. While performing the essential functions of this job, while precautions with safety is the utmost importance.

Conclusion

This job description is intended to convey the information essential to understanding the scope of the position and nature and level of work performed by the incumbent. But the job description is not intended to be an exhaustive list of qualifications, skills, efforts, duties, responsibilities or working conditions association with the position. Therefore, it could be expected that from time to time additional items may be added to the list, as long as they would be naturally occurring within this type of role.

Certification and Approval

Employee and Supervisor Certification

<p>I certify that I have read and accept the duties and responsibilities assigned to this position</p> <p>_____</p> <p>Signature (Employee)</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Date</p>	<p>I certify that this job description is accurate description of the duties and responsibilities assigned to this position.</p> <p>_____</p> <p>Signature (Supervisor)</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Date</p>
<p>Approved by the CUPE Local President:</p> <p>_____</p> <p>Signature (CUPE Local President)</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Date</p>	<p>Approved by the Chief Administrative Officer:</p> <p>_____</p> <p>Signature (Chief Administrative Officer)</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Date</p>



JOB DESCRIPTION - CUSTODIAN

Town of Westville Job Description

Job Title: Custodian

Job Type: Full-Time

Reports To: Public Works Superintendent

Direct Reports: None

Job Purpose: To be responsible for performing custodial duties, customer service, minor maintenance and other miscellaneous duties, and to keep a clean, efficient, healthy, and safe environment.

Locations of Work: Town Hall; Library; Police Department; Public Works; Potential for Recreation Building

Duties and Responsibilities

Janitorial Duties

- Maintain and clean floors and carpets daily; use floor scrubber and/or hand mop to clean when required;
- Maintain cleanliness of staff workstations and ensure staff have clean, comfortable and safe works areas
- Clean rental spaces and Council Chambers as required
- Maintain and clean all washrooms (including toilets, sinks, countertops, mirrors, garbage cans restock paper products, etc.)
- Maintain and clean all garbage and recycling bins and take all bags to appropriate location for collection
- Keep windows clean (inside and out), especially on the ground floor
- Clean all window ledges, railings, cabinets
- Maintain lighting in all areas of the building, have replacement bulbs available

Maintenance Duties

- Monitor plumbing, electrical, heating and cooling systems. Repair systems as required (subject to employee's skill level; alert Supervisor of repairs necessary beyond employee's skill level).
- Obtain approval for expenditures as required from Supervisor
- Replace ceiling tiles as required or requested
- Provide safe and clear walk ways to all entrances of buildings under your authority (including snow removal, salt/sanding, debris removal etc.) while on duty.
- Set up and remove barricades when safety issues exist (falling snow/ice from roof), or events are taking place

Other

- Ensure meeting rooms and Council Chambers are sufficiently set up for events;
- Pick up and deliver food to meeting areas if required

- Clean up after events, this may include washing dishes
- Maintain beverages utensils and paper products in meeting areas
- Perform regular inspections of windows locks and latches
- Perform regular inspection of door locks and latches]
- Ensure security lighting is always in good working order
- Ensure fire extinguishers are in good working order and replaced when necessary
- Provide support to outside agencies, when/if required and authorized by Supervisor for repairs and maintenance
- Act as Key Holder for facilities while on duty
- Other duties assigned and generally within the scope of work of Custodial functions

Qualifications

The minimum qualifications required to successfully perform the job are as follows:

- Completion of high school or equivalent;

Knowledge, Skills and Abilities

The following knowledge, skills and abilities are required:

- Strong interpersonal skills;
- Excellent organizational and time management skills;
- Strong communications skills (listening, written and oral);
- Be tactful, positive, personable, team player and customer service oriented;
- Possess problem solving abilities, be self directing; demonstrate the ability to work to meet deadlines; possess a high level of attention to detail; and have the ability to multi-task.

Special Requirements

- Required to maintain confidentiality
- Criminal Record Check
- Vulnerable Sector Check
- Clean Drivers Abstract
- Class 5 Drivers License (ability to legally drive in Nova Scotia)

Conclusion

This job description is intended to convey the information essential to understanding the scope of the position and nature and level of work performed by the incumbent. But the job description is not intended to be an exhaustive list of qualifications, skills, efforts, duties, responsibilities or working conditions associated with the position. Therefore, it could be expected that from time to time additional items may be added to the list, as long as they would be naturally occurring within this type of role.

Certification and Approval

Employee and Supervisor Certification

<p>I certify that I have read and accept the duties and responsibilities assigned to this position</p> <p>_____</p> <p>Signature (Employee)</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Date</p>	<p>I certify that this job description is accurate description of the duties and responsibilities assigned to this position.</p> <p>_____</p> <p>Signature (Supervisor)</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Date</p>
<p>Approved by the CUPE Local President:</p> <p>_____</p> <p>Signature (CUPE Local President)</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Date</p>	<p>Approved by the Chief Administrative Officer:</p> <p>_____</p> <p>Signature (Chief Administrative Officer)</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Date</p>