



## **COLLECTIVE AGREEMENT**

**Town of Stellarton**

**- and -**

**Canadian Union of Public Employees  
Local 281**

**Term of the Agreement  
April 1, 2022 to March 31, 2026**

**CUP**

**SCFP**

**Canadian Union of Public Employees  
Syndicat canadien de la fonction publique**



## TABLE OF CONTENTS

<b>PREAMBLE</b> .....	1
<b>ARTICLE 1 - PURPOSE</b>	
1.01 Purpose of the Agreement .....	1
1.02 Management Rights Clause .....	1
<b>ARTICLE 2- DEFINITIONS</b>	
2.01 "employee" .....	1
2.02 "permanent employee" .....	1
2.03 "casual employee" .....	2
2.04 "temporary employee" .....	2
2.05 "probationary employee" .....	2
2.06 "probationary employee:".....	2
2.07 "date of hire" .....	2
2.08 "employee" .....	2
2.09 "call out" .....	3
2.10 "overtime" .....	3
2.10b "scheduled overtime" .....	3
2.11 "standby" .....	3
2.12 "standby pay" .....	3
2.13 Pay Period Defined.....	3
2.14 Definition of a Day .....	3
<b>ARTICLE 3- UNION RECOGNITION</b>	
3.01 Union Recognition .....	3
3.02 Union Dues Check-off .....	4
3.03 Union Dues Remittance .....	4
<b>ARTICLE 4- GRIEVANCE PROCEDURE</b>	
4.01 Union Steward .....	4
4.02 Steward Duties during Working Hours .....	4
4.03 Grievance Defined.....	5
4.04 Initiating a Grievance .....	5
4.05 Settling of Grievances .....	5
4.06 Policy Grievance .....	5
4.07 Union or Group Grievance .....	6
4.08 Town Grievances .....	6
4.09 Facilities for Grievance meetings .....	6
4.10 Supplementary Written Agreements .....	6
4.11 Time Limits .....	6
4.12 Amending of Time Limits.....	6
<b>ARTICLE 5 -ARBITRATION</b>	
5.01 Composition of Board of Arbitration .....	7
5.02 Failure to Appoint .....	7
5.03 Board Procedure .....	7
5.04 Decision of the Board .....	7
5.05 Disagreement on Decision .....	7
5.06 Expenses of the Board .....	7

5.07	Witnesses .....	8
5.08	Access to Premises .....	8
5.09	Provision for Single Arbitrator .....	8
5.10	"Working Days" Defined .....	8
<b>ARTICLE 6 - WAGES</b>		
6.01	Wage Schedule in Appendix "A" .....	8
6.02	Pay Day .....	8
6.03	Payroll Errors .....	8
<b>ARTICLE 7 - SENIORITY AND PROMOTIONS</b>		
7.01	Filling Vacant Positions .....	9
7.02	Determination of Qualifications .....	9
7.03	Training Employees .....	9
7.04	Application of Seniority .....	10
7.05	Seniority in Filling Vacancies .....	10
7.06	Trial Period .....	11
7.07	Vacant Management Positions .....	11
7.08	Promotions Denied .....	11
7.09	Staffing Reductions .....	11
7.10	Staffing Increases .....	11
7.11	Discipline and Dismissal .....	11
7.12	Union Notification .....	11
<b>ARTICLE 8 - HOURS OF WORK AND OVERTIME</b>		
8.01	Normal Hours of Work .....	12
8.02	Overtime .....	12
8.03	Standby and Callout Lists .....	14
8.04	Standby and Callout Pay .....	14
8.05	Responsibility Premium .....	15
8.06	Winter Standby .....	16
<b>ARTICLE 9 - HOLIDAYS</b>		
9.01	Holidays Defined .....	16
9.02	Holiday Entitlements .....	16
9.03	Compensation for Work on Holidays .....	16
9.04	Call out on Holidays .....	17
9.05	Summer Students .....	17
<b>ARTICLE 10 - VACATIONS</b>		
10.01	Annual Vacation Entitlements .....	17
10.02	Qualifying Period .....	18
10.03	Vacation Pay on Termination .....	18
<b>ARTICLE 11- BEREAVEMENT LEAVE</b>		
11.01	Bereavement Leave for Immediate Family .....	18
11.02	Bereavement Leave for Extended Family .....	18
11.03	Bereavement Leave for Funerals .....	18
11.04	Bereavement Day for Burial .....	18
<b>ARTICLE 12- FAMILY AND EMERGENCY LEAVE</b>		
12.01	Family / Emergency Sick Leave .....	19

<b>ARTICLE 13 -SICK LEAVE</b>	
13.01 Sick Leave Defined .....	19
13.02 Sick Leave Benefit Accrual.....	19
13.03 Workers' Compensation Pay Continuation and Supplement .....	19
13.04 Maximum Sick Leave Accrual .....	20
13.05 Deduction of Sick Credits.....	20
13.06 Proof of Illness .....	20
13.07 Notification of Sick Periods .....	20
13.08 Health and Welfare Program .....	20
13.09 Storm days (Dispatch only) .....	21
<b>ARTICLE 14 - SAFETY AND HEALTH</b>	
14.01 Occupational Health and Safety .....	21
<b>ARTICLE 15 -CLOTHING</b>	
15.01 Safety Equipment.....	22
15.02 Safety Boots .....	22
15.03 Care of Equipment and Clothing .....	22
15.04 Safety Glasses.....	22
15.05 Footwear/Clothing and Accessories for Public Works and Water Treatment Operators .....	22
15.06 Clothing for Dispatch Operators .....	23
<b>ARTICLE 16 - NO DISCRIMINATION</b>	
16.01 No Discrimination .....	23
<b>ARTICLE 17 - DURATION</b>	
17.01 Duration of Collective Agreement .....	23
17.02 Notice to Renegotiate Agreement .....	23
<b>ARTICLE 18- COPIES OF AGREEMENT</b>	
18.01 Sufficient Copies .....	23
18.02 Cost of Printing .....	24
<b>ARTICLE 19 - RETIREMENT PLAN</b>	
19.01 Retirement Plan .....	24
19.02 Retirement Allowance Benefit .....	24
<b>ARTICLE 20 -JOB SECURITY</b>	
20.01 Contracting Out Services .....	24
<b>ARTICLE 21 – LEAVE OF ABSENCE</b>	
21.01 Negotiations .....	24
21.02 Union Leave .....	25
21.03 General Leave .....	25
<b>APPENDIX "A"</b> .....	27
<b>LETTER RE PPSE</b> .....	29





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## PREAMBLE

Recognizing common dependence of the Town and its employees upon the welfare of the Town as a whole and recognizing further that a relationship of goodwill and mutual respect between the Town and the employees can contribute greatly to the maintenance and increase of the welfare, the parties to this contract have joined together in the following agreement.

## ARTICLE 1 - PURPOSE

### 1.01 Purpose of the Agreement

The purpose of this Agreement is to promote and maintain a positive and respectful relationship between the Town and the Employees, to define more clearly wages and conditions of employment, with an amicable method of settling any grievances that may arise, to promote the mutual interests of the Town and the employees, and to provide for the carrying on of the Town's business under methods which will further to the fullest extent possible the safety and welfare of the employees, together with efficiency and economy of operation and service to the Town. It is recognized by this Agreement to be the duties of both parties to cooperate fully, both collectively and individually, for the promotion of the aforesaid conditions.

### 1.02 Management Rights Clause

The management of the Town's business and the employment, direction, and supervision of the employees, including the transfer, promotion, layoff, and discharge for proper cause, of employees, is vested in the Town.

## ARTICLE 2 - DEFINITIONS

### 2.01 "employee"

The term "employee" as used in this Agreement shall be deemed to include the employees of the Town of Stellarton as set out in the order of certification by the Labour Relations Board of Nova Scotia, Order No. 614, dated February 26, 1960, and excepting Foremen and above that rank, Office Employees and those excluded by paragraphs (a) and (b) of Subsection (2) of Section 1 of the Trade Union Act.

### 2.02 "permanent employee"

Permanent employees, as described above, shall become, and remain members of the Union as a condition of continued employment during the life of this Agreement.



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**2.03 "casual employee"**

A 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 relief for sick leave, holiday or vacation leave or any other approved leave of absence. A casual employee shall be entitled to receive the base rate of pay for the classification they are working. Casual employees shall become and remain members of the Union as a condition of employment during the life of this agreement.

**2.04 "temporary employee"**

A "temporary" employee is an employee hired for a limited duration of six (6) months or less. This time limit may be exceeded where a temporary employee is hired to replace a regular employee due to absence due to medical reasons. Temporary employees are not covered by the terms of this Collective Agreement.

**2.05 "part-time employee"**

An employee who occupies a permanent position within the bargaining unit and who was hired to work less than the normal hours per week of a full-time employee and who is employed on a regular prescheduled basis. Part-time employees shall become and remain members of the Union as a condition of employment during the life of this agreement.

**2.06 "probationary employee"**

Newly hired permanent employees, part-time and casuals shall be on probation from their date of hiring confirmed by Council motion for a period of 120 days.

All new employees from the date of signing of this Collective Agreement shall serve a probationary period of eight (8) months. The Town shall not be required at any time to establish just cause in the event of the dismissal of a probationary employee.

**2.07 "date of hire"**

means the date on which an employee becomes a member of the Bargaining Unit.

**2.08 "employer"**

The term employer as used in this Agreement shall be deemed to be "Town of Stellarton"



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**2.09 “call out”**

Means where work performed outside of normal hours that is not scheduled and where an employee is called to perform emergency duties, Emergency duties are tasks that come up that are not scheduled or come up during regular hours.

**2.10 “overtime”**

Is defined as any time worked beyond the regular workday, the regular work week, a scheduled shift or on a holiday

**2.10 b. “scheduled overtime”**

Is defined as any work scheduled outside for the normal working hours in advance of the work being performed at the overtime rate applicable.

**2.11 “standby”**

Standby occurs in the time period beyond the regular workday, the regular work week or on a holiday. An employee is on standby when they are required by the employer to be immediately available by telephone.

**2.12 “standby pay”**

An employee on standby shall be paid as per Article 8.

**2.13 Pay Period Defined**

The pay period will begin on Monday at 12:00 AM to Sunday at 11:59 PM and will be paid as per Article 6.02.

**2.14 Definition of a Day**

A day will be defined as the length of the regularly scheduled shift the employee is assigned.

## **ARTICLE 3 - UNION RECOGNITION**

**3.01 Union Recognition**

The Town recognizes CUPE, Local 281, Canadian Union of Public Employees, as the sole collective bargaining agency for the employees listed in Appendix “A” of the Collective



Agreement.

- Public Works Operator
- Water Treatment Plant Operator
- Dispatch Services
- Custodian
- Part-time employee
- Casual Employee

### **3.02 Union Dues Check-off**

The Town agrees upon receipt of an authorization signed by an employee to deduct dues and assessments from the wages of said employee. The amount so deducted shall be submitted to the Secretary-Treasurer of the Union no later than the fifth of the succeeding month, accompanied by a list of employees' names, addresses, telephone numbers and classifications.

### **3.03 Union Dues Remittance**

Such amounts to be deducted shall be those uniformly required to be paid by all members of the Union as a condition of acquiring or retaining membership.

## **ARTICLE 4 - GRIEVANCE PROCEDURE**

### **4.01 Union Steward**

The Union shall notify the Town, in writing, of the name of its Steward. In the absence of the Steward, the President of the Local has the right to act as Steward in any grievance situation. The Steward may assist any employee which the Steward represents in preparing and presenting their grievance in accordance with the Grievance Procedure.

### **4.02 Steward Duties during Working Hours**

The Town agrees that if it is necessary to service a grievance during working hours, then the Steward shall be permitted reasonable time for that purpose. Each Steward is employed to perform full-time work for the Town and will not leave their work during working hours without giving an explanation for leaving and obtaining their immediate supervisor's permission. Such permission will not be unreasonably withheld and the Steward shall report back to their immediate supervisor before resuming normal duties.

#### 4.03 Grievance Defined

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement and shall reference what article has, in either opinion, been violated. The ability to arbitrate any particular grievance shall be determined, if necessary, by arbitration.

#### 4.04 Initiating a Grievance

Any grievance proceedings must be initiated within ten (10) working days of the initial occurrence of the event giving rise to the grievance or of the date when the employee became aware of the grievance and if such grievance proceeding is not initiated within this period, then the grievance shall be considered resolved and shall not be processed.

#### 4.05 Settling of Grievances

**Informal:** An employee who feels that they have a grievance shall first discuss the matter with their immediate supervisor within two (2) working days of the initial occurrence of the event giving rise to the grievance or of the date when the employee became aware of the grievance. The Steward may be present if desired by the employee. The immediate supervisor shall respond within two (2) working days of the discussion. If the dispute cannot be settled informally then it shall be deemed to be a "grievance" and the immediate supervisor so notified.

**Step 1:** Should the employee not be satisfied with the results of the informal procedure and should the employee wish to proceed, then the employee shall submit the grievance, in writing, within ten (10) working days of the initial occurrence of the event giving rise to the grievance or of the date when the employee became aware of the grievance. It shall at this step be submitted to the Chief Administrative Officer. A meeting shall be held to be attended by the employee, the Steward (or other Union representative) and the Town Engineer or the Chief of Police as per the classification, at which time an earnest attempt shall be made to settle the dispute. The Chief Administrative Officer shall render a decision within seven (7) working days from the date the written grievance is received.

**Step 2:** Failing satisfactory resolution of the matter, then within ten (10) working days of the date of receipt of the reply of the Chief Administrative Officer or the date when the reply was due, the matter may be referred to arbitration.

#### 4.06 Policy Grievance

Where a dispute involves a question of general application or interpretation of layoff or where the Town has a grievance, **Step 1** of the Article may be by-passed provided that such



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grievance is filed within ten (10) working days of the initial occurrence of the event giving rise to the grievance.

#### **4.07 Union or Group Grievance**

The Union shall have the right to originate a grievance for an employee or group of employees and to seek adjustment with the Town in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 1.

#### **4.08 Town Grievances**

The Town shall have the right to originate a grievance with the Union. Such grievance(s) shall be filed with the Union within seven (7) working days of the occurrence of the event giving rise to the grievance. The reply of the Union shall be made within seven (7) working days of the date of receipt. Should that reply not resolve the grievance, the Town may proceed to arbitration within thirty (30) working days of receipt of the Union reply.

#### **4.09 Facilities for Grievance meetings**

The Town shall supply the necessary accessible facilities for any grievance meetings.

#### **4.10 Supplementary Written Agreements**

Supplementary written agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure provided herein.

#### **4.11 Time Limits**

Should any grievance not be submitted within the time limits specified in Step 1 of the grievance procedure, it shall be considered to have been abandoned. If no written decision has been given to an employee within the time limits specified in the grievance procedure, the employee shall be entitled to submit the grievance to the next stage, including arbitration.

#### **4.12 Amending of Time Limits**

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



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## ARTICLE 5 - ARBITRATION

### 5.01 Composition of Board of Arbitration

When either Party requests that a grievance be submitted to arbitration, the request shall be made by written correspondence addressed to the other Party to the Agreement or be personally delivered to the other Party, indicating the name of its nominee on an Arbitration Board. Within five (5) working days thereafter, the other Party shall answer by written correspondence or personal delivery indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then meet to select an impartial Chairperson.

### 5.02 Failure to Appoint

If the Party receiving the notice fails to appoint an arbitrator or if the two (2) nominees fail to agree upon a Chairperson within seven (7) working days of their appointment, the appointment shall be made by the Minister of Labour upon request of either Party.

### 5.03 Board Procedure

The Board shall give full opportunity to all Parties to present evidence and make representations. The Board shall hear and determine the difference or allegation and render a decision as quickly as possible after the time the Chairperson is appointed.

### 5.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding, and enforceable on all Parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

### 5.05 Disagreement on Decision

Should the Parties disagree as to the meaning of the Board's decision, either Party may within five (5) days of the receipt of the decision apply to the Chairperson of the Board of Arbitration for clarification by the full Board of Arbitration.

### 5.06 Expenses of the Board

Each of the parties to arbitration shall bear the fees and expenses of their nominee to the



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Arbitration Board and equally share the fees and expenses of a Single Arbitrator or Chairperson.

**5.07 Witnesses**

At any stage of the grievance or arbitration procedure, the Parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

**5.08 Access to Premises**

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

**5.09 Provision for Single Arbitrator**

The Parties hereto, in dealing with any particular grievance, may mutually agree on submission of a grievance to a Sole Arbitrator rather than to a Board of Arbitration. Should the parties so agree, then they shall agree on the selection of the Sole Arbitrator within five (5) working days of receipt of the request as per Article 5.01 herein. Other provisions of this Article referring to an Arbitration Board shall apply where appropriate.

**5.10 "Working Days" Defined**

For the purposes of Articles 4 and 5 only, work or working days shall be Monday to Friday inclusive, excluding holidays.

**ARTICLE 6 - WAGES**

**6.01 Wage Schedule in Appendix "A"**

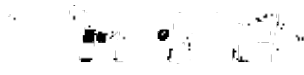
The Town and the Union agrees to the classification and scale of wage rates attached to and forming part of this Agreement as Appendix "A".

**6.02 Pay Day**

Pay day shall be bi-weekly, every second Thursday.

**6.03 Payroll Errors**

All payroll errors by the Town of Stellarton shall be fixed the next business day. If it is not the error of the Town, but the employee, the adjusted pay will be complete on the next scheduled pay day.



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## ARTICLE 7 - SENIORITY AND PROMOTIONS

### 7.01 Filling Vacant Positions

When a new position is created, or when a vacancy is declared, including a vacancy declared as a result of the resignation or retirement of an employee, inside the bargaining unit, the town shall immediately notify the union in writing and post the notice off the position in the employees shops bulletin boards for a minimum of one (1) week so that all employees may know of the vacancy or new position. Positions shall be advertised for one (1) week of the declaration of vacancy.

### 7.02 Determination of Qualifications

It is recognized that the determination of the employee's qualifications rests exclusively with the Town. This applies to layoffs, promotions and re-call.

### 7.03 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 Engineer 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. **Policy # HR 051**
- (c) Where a certification or license is required by the Town, the Town shall pay the cost of the certification or license for the permanent employee.
- (d) The medical costs as well as the cost of renewing Class 3 licenses if required to perform the job will be covered by the Employer.
- (e) If the Town decides to change the required certifications or License(s) of a position, after it being awarded, the Town shall be responsible for any fees involved for obtaining the required certifications and/or Licenses.



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#### **7.04 Application of Seniority**

- (a) Seniority shall be on a bargaining unit wide basis by classification defined in Appendix "A" and shall be based on the last date of hire with the Town.**
- (b) A seniority roster of all employees showing name, classification and date of hire with the Town shall be revised and posted in January of each year, at the Town Barn, Water Plant and the Dispatch Office and shall remain posted. A copy sent to the Union President and the town shop stewards.**
- (c) A thirty (30) day protest period shall be allowed following such posting. Upon presentation or proof of error by an employee, or the Union, or the Town, the seniority roster shall be corrected.**
- (d) Any seniority date not protested within the thirty (30) day protest period shall be considered as permanently established.**

#### **7.05 Seniority in Filling Vacancies**

- (a) In the selection of applicants for vacant positions, primary consideration shall be given to bargaining unit seniority provided the permanent employee has the required skills, ability and qualifications required for the position.**
- (b) Such notices shall contain the following information: nature of the position, required qualifications, required knowledge and education, skills, hours of work and wage rate. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All job postings shall state: the Town is an equal opportunity employer.**
- (c) The Town will mail copies of the vacancy to all employees who are on layoff to each laid off employees last know address in time for them to apply within the time limits. Any inadvertent errors or omissions by the Town will not affect the validity of any appointment or any step in the appointment process.**
- (d) The Union shall be notified in writing of all job postings, promotions, demotions, transfers, hiring, layoffs, recalls, resignations, retirements, deaths, or other terminations of employment.**
- (e) Job postings will be posted on bulletin boards at all worksites, i.e.: Public Works Building, Water Treatment Plant and Dispatch Office.**

#### **7.06 Trial Period**

The successful applicant shall be placed on trial for a period of thirty (30) working days. The placement shall be conditional on satisfactory service. In the event the successful applicant proves unsatisfactory or unwilling during this period, or if the permanent employee is unable to perform the duties of the new job, the permanent employee or casual worker shall be returned to the former position and wage rate without loss of bargaining unit seniority. Any other permanent employee promoted or transferred because of this arrangement shall also be returned to their former position.

#### **7.07 Vacant Management Positions**

The Town shall consider Town staff including bargaining unit employees for any available opportunities of employment promotion with the Town.

#### **7.08 Promotions Denied**

Any employee denied promotion shall receive reason for such denial upon request therefore.

#### **7.09 Staffing Reductions**

If the staff is reduced, employees last appointed, subject to the ability of another employee to perform the required duties, shall be laid off first.

#### **7.10 Staffing Increases**

If the staff of any department is increased, permanent employees formerly belonging to the class to be so increased and who, having been laid off solely by reason of previous reduction in staff, shall, if available, be re-engaged according to the previous seniority standing held by them, in preference to other applications.

#### **7.11 Discipline and Dismissal**

An employee who has completed the probationary period may be disciplined or dismissed but only for just cause.

#### **7.12 Union Notification**

The Town shall notify the Union in writing of any new or vacant positions and or any changes of the bargaining unit membership.

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## ARTICLE 8 - HOURS OF WORK AND OVERTIME

### 8.01 Normal Hours of Work

- (a) The normal hours of work for all public work and water treatment employees shall be eight (8) hours per day (including thirty (30) minute lunch break), and a 15 minute morning coffee), five (5) days per week, Monday to Friday, 8:00a.m - 4:00 p.m., constituting a forty (40) hour week.
- (b) **Regular Scheduled Shifts For Dispatch Classification**  
Each regular scheduled shift shall consist of the following regular twelve (12) hour work schedule:
  - (a) two (2) shifts of 6:00 am. to 6:00 p.m.;
  - (b) twenty-four (24) hours off;
  - (c) two (2) shifts of 6:00 p.m. to 6:00 a.m.;
  - (d) four (4) twenty-four (24) hour days off.
- (c) The employer will compensate the dispatch employees with \$350.00 lump sum shift differential to be paid at the end of the year until such time that, two ½ hour lunch/supper breaks and a 15-minute morning coffee can be accommodated on all shifts in (b).

### 8.02 Overtime

- (a) Any work performed in excess of the normal hours of work as specified in Article 8.01 shall be paid for at the rate of time and one-half (1 ½), except in the case of hours worked on the second scheduled day off which hours shall be paid at double time the regular rate of pay.
- (b) Where up to four (4) hours of overtime is required to continue a task commenced during normal working hours, the crew performing the task shall be offered first refusal of the overtime. For the purpose of this Article, the term "crew" shall be defined as two permanent employees and may include temporary employees and/or probationary employees. In all other cases, overtime shall be offered within each classification on the basis of seniority, subject to ability to perform the work.
- (c) Any employee called out for emergency work on any day except paid holidays shall receive a minimum of four (4) hours pay or overtime rates, as specified in Article 8.02 (a) for time worked whichever is greater.

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- (d) Employees shall not work more than sixteen (16) hours in any twenty-four (24) hour period.
  - (e) A minimum of twenty-four (24) hours' notice shall be given when the Normal Hours of Work set out in **Article 8.01(a)** are changed to Normal Hours of work set out in **Article 8.01(b)** or vice versa. Except where the change is by mutual agreement between the Employee and the Town, if the schedule is changed by the Town without the minimum twenty-four (24) hours' notice, the Employee shall be compensated at the overtime rate for each hour worked on the changed shift.
  - (f) All employees shall be permitted to bank up to a maximum of sixty (60) rolling hours of overtime, to be used at straight time at the employee's discretion, per year but at the immediate supervisor's approval. Such time off shall be scheduled well in advance at a time that is subject to operational feasibility and mutually agreed between the Town and the Employee.
  - (g) Banking of Standby Hours - When an employee is on standby, they shall have the option of banking a portion of their standby time as defined. Standby hours can be banked as follows: one (1) day per stand by period to a maximum of sixty (60) rolling hours as per Article 8.02 (f)
  - (h) Overtime for Dispatch shall be offered to part-time, then casual employees up to a maximum of 48 hours per week. The overtime then would be offered by seniority to the full-time employees. An up-to-date seniority list is to be made available by the immediate supervisor for overtime and call ins.
  - (i) Overtime for Public Works/Water Treatment and Custodian Overtime shall be offered by seniority to fulltime employees. An up-to-date seniority list shall be made available by the immediate supervisor to dispatch for overtime and call outs daily.
  - (j) Meals
    - (a) A meal will be provided by the Employer to the public works, water treatment, and dispatch employees who meet or exceed their scheduled shift by three (3) hours or more.
    - (b) A meal will be provided by the Employer to the public works, water treatment and dispatch employees who meet or exceed four (4) hours into their callout or overtime shift and a second meal when they exceed ten (10) hours into their callout shift. This applies to holidays as well.



- (c) The amount of the meal allowance shall be \$25.00 and will be paid once submitted and approved by the immediate supervisor.

**8.03 Standby and Callout Lists**

- (a) It shall be mandatory for Water Treatment Plant Operators to be available to rotate for stand-by duties at all times.
- (b) A standard standby period shall be seven (7) consecutive days.
- (c) All qualified employees in a classification shall share stand-by duty on the basis of seniority on a weekly (Tuesday 08:00 to Tuesday 08:00) revolving basis.
- (d) The Public Works Operator Classification winter standby schedule for snow and ice removal and control duties outside the normal working hours of work shall be posted by October 23<sup>rd</sup> each year.
- (e) If on an approved leave, Employees shall not be entitled to be called out for overtime until their next scheduled shift unless the seniority list has been exhausted.
- (f) Employees shall not be on standby for more than one department on the same week.

**8.04 Standby and Callout Pay**

- (a) **Public Works Operator**  
For a Public Works Operator employee on standby, Article 8.02(c) shall apply. The Town will pay a Public Works Operator employee on standby for sixteen (16) hours per week at the straight time classification rate for the employee to standby from Tuesday to Tuesday and be available for snow and ice removal and control duties outside the normal working hours. Monday-Friday – 2 hours per day; Saturday and Sunday – 3 hours per day.

An employee who cannot fulfill their shift shall forfeit their standby pay for that shift to the employee who works the shift.

- (b) **Water Treatment Plant Operator**  
For a Water Treatment Plant Operator employee on standby, except for emergency call outs as defined or approved in advance by the Town, Article 8.02(c) shall not apply to any callout related to the Water Treatment System. All water treatment plant operators shall be available for standby duties and the Town will pay a Water Treatment Plant Operator employee on standby for the responsibility and duty to operate and maintain the Water Treatment System outside of normal working hours



and to be available and called out for emergency work as follows:

- i) two (2) hours per standby day Monday to Friday at the straight time classification rate for the employee to standby; and
- ii) six (6) hours for each standby Saturdays and Sundays at time and one-half (1 ½) the classification rate for the employee; and
- iii) six (6) hours for each standby holiday at double time the classification rate for the employee.

An employee who cannot fulfill their shift shall forfeit their standby pay for that shift to the employee who works the shift.

- (c) Any callout for a water treatment plant operator beyond their daily two (2) hours of "standby duties" will be paid as per Article 8.02 (c) of the Collective Agreement.
- (d) There is no premium added to standby hours.

#### **8.05 Responsibility Premium**

**Public Works:** A full-time employee shall assume a lead hand role; the employee will receive a premium of \$2.00 per hour for each regular or overtime hours worked with the designated responsibility.

When the designated employee is away from work for any reason (a full working day) the premium and the duties will fall to the most senior employee on the seniority list who has the qualifications.

**Water Treatment Plant:** shall have a lead hand role when the Supervisor is absent from work for any reason (full day), the premium will be paid at \$2.00 per hour for all regular hours worked. (Monday through Friday) with the designated responsibility.

When the designated employee is away from work for any reason (a full working day) the premium and the duties will fall to the most senior employee on the seniority list who has the qualifications.

The premium will not be paid during the employee's standby hours unless the designated lead hand is called out during the standby period.

**8.06 Winter Standby**

- (a) Employees will be provided with a Town vehicle when on winter standby from October 31<sup>st</sup> to the 1<sup>st</sup> Tuesday in April of each year.
- (b) If the standby employee is actively working a call and a 2<sup>nd</sup> call arises, the on-duty dispatcher is to call a second employee in order of seniority, using the list provided to dispatch.

**ARTICLE 9 - HOLIDAYS****9.01 Holidays Defined**

The following are the statutory holidays recognized by the Town:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Natal Day	Labour Day
Truth and Reconciliation Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

Any other Federal, Provincial or Municipal proclaimed Holiday.

**9.02 Holiday Entitlements**

- (a) All Employees in all classifications working full-time hours shall be entitled to an eight (8) hour paid day for each of the recognized holidays.
- (b) Casual employees shall be entitled to holiday pay at the double time rate.
- (c) Employee working less than full-time hours shall have recognized holidays pro-rated calculated on the basis of Provincial Labour Standards.
- (d) For greater clarity, any hours worked on the holiday will be paid double time rate from the hours of 12:00 AM to 11:59 PM

**9.03 Compensation for Work on Holidays**

Any employee who is required to work on a Holiday, as outlined in Article 9.01, shall be compensated at double time for all hours worked from midnight (12:00 AM) of the holiday to 11:59 PM.



#### **9.04 Call out on Holidays**

Except for Water Treatment Plant Operators on standby in accordance with Article 8.04(b), any employee who is called out on a statutory holiday shall be paid a minimum of four (4) hours or double time for the time worked whichever is greater plus their regular day's pay that they would receive for that holiday. The same conditions shall apply to any Civic Holiday declared by the Town.

#### **9.05 Summer Students**

- (a) The Union acknowledges the Town's right to hire summer students during the period from the 1<sup>st</sup> Monday in April to the 1<sup>st</sup> Monday in September inclusive for the following purposes within the Town.
- (b) No Summer Student shall do the work of the bargaining unit, while bargaining unit members are on layoff.
- (c) The Union further acknowledges that the summer students shall not be governed by, subject to or entitled to the benefits of the terms of this Collective Agreement.

### **ARTICLE 10 - VACATIONS**

#### **10.01 Annual Vacation Entitlements**

- (a) All permanent employees shall receive annual vacation pro-rated for employees working less than full-time hours based on the following scale:
  - i) Two (2) weeks' vacation after one (1) years' service
  - ii) Three (3) weeks' vacation after three (3) years' service
  - iii) Four (4) weeks' vacation after eight (8) years' service
  - iv) Five (5) weeks' vacation after twelve (12) years' service
- (b) Any permanent employee may only take a maximum of three (3) weeks at any one time, unless approved by the Employer.
- (c) One (1) additional day for each year of service between thirteen (13) and seventeen (17) years to a maximum of thirty (30) days after seventeen (17) years of service.
- (d) When an employee is called out on their approved vacation time, their vacation day is to be added back to their accrual bank to be taken at another time or added to the end of their vacation period based on the employee's discretion and operational needs.



## **10.02 Qualifying Period**

Qualifying periods for vacations shall be from January 1st to December 31st in any one year. Preference for vacation periods shall be according to bargaining unit seniority and vacation shall be scheduled as far as possible between June 1st and September 30th. Scheduling of vacation time must be in advance and prior approval be granted by the immediate supervisor of the classification.

## **10.03 Vacation Pay on Termination**

If the permanent employee leaves the service of the Town on their own accord, is laid off, or is dismissed for cause when an unused portion of their vacation with pay stands to their credit, they shall be paid the amount due them in lieu of vacation earned on a pro-rata basis.

# **ARTICLE 11 - BEREAVEMENT LEAVE**

## **11.01 Bereavement Leave for Immediate Family**

The Town agrees to grant bereavement leave to all permanent employees. Bereavement leave of five (5) continuous days adjacent to the day of the funeral, excluding days off shall apply to immediate members of the permanent employee's family including step relations for the death of a spouse, partner, son, daughter, father, mother, sister, brother, mother-in-law, ~~and~~ father-in-law, grandparent and grandchild.

## **11.02 Bereavement Leave for Extended Family**

The Town agrees to grant bereavement leave of three (3) days, excluding days off during the period from date of death to the day after the funeral for the death of a brother-in-law, sister-in-law, and/or guardian of the permanent employee and the spouse's grandparent only.

## **11.03 Bereavement Leave for Funerals**

The Town agrees to grant a one (1) day bereavement leave without loss of pay for the day of the funeral for an aunt, uncle, niece or nephew of the permanent employee.

## **11.04 Bereavement Day for Burial**

The Town agrees that if the employee requests to keep one of the entitled paid bereavement day for burial service at a later date, such request shall be granted and shall only be a day with pay if the bereavement day deferred was an entitled paid day.



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## **ARTICLE 12 - FAMILY AND EMERGENCY LEAVE**

### **12.01 Family / Emergency Sick Leave**

Employees shall receive up to two (2) days leave per year with pay in the event the Employee has a serious fire or flood or home emergency or due to a serious family issue/emergency at the discretion of the Town. The days to be deducted from sick leave accumulation.

## **ARTICLE 13 - SICK LEAVE**

### **13.01 Sick Leave Defined**

Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on approved sick leave is entitled to receive sick leave pay when they are unable to perform the duties of their position because of illness or injury, provided the employee is not otherwise receiving pay for that day and has sufficient sick leave credits. This benefit is also subject to the employee meeting the requirements of Article 13.06.

### **13.02 Sick Leave Benefit Accrual**

One hundred forty-four hours (144) sick leave per year shall be earned by an employee at the rate of one and one-half (1 ½) days (twelve (12 hours)) for every month of paid service. Sick leave credits are accrued but cannot be used during an employee's probationary period.

### **13.03 Workers' Compensation Pay Continuation and Supplement**

- (a) An Employee prevented from performing his regular work with the Town on account of an occupational accident that is covered by the Workers' Compensation Act shall receive from the Town the difference between the amount payable by the Workers' Compensation Board and the rate of pay of his classification. Pending a settlement of the insurable claim, the Employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustment.
- (b) In order to continue receiving his regular salary, the Employee shall assign his Compensation cheque to the Town. In return, the Town shall indicate the amount received from the Compensation as a deduction from gross income on the Employee's income tax (T-4) form. The employee shall have a pro-rated amount of sick leave deducted from their sick leave bank for the time they are in receipt of WCB top-up from the Town. For greater clarity, the existing practice is maintained



in that the Town tops-up the WCB contribution to the employee's wage rate until accumulated sick days are exhausted.

#### **13.04 Maximum Sick Leave Accrual**

The unused portion of an employee's sick leave shall accrue for their future benefits to a maximum of one thousand four hundred hours (1,400).

#### **13.05 Deduction of Sick Credits**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

#### **13.06 Proof of Illness**

- (a) An employee returning to work after a period of greater than two (2) weeks following an injury or serious illness, shall produce proof, in the form of a doctor's certificate, that they are fit to return to their normally assigned duties. The Town shall pay the cost of procuring the necessary certificate if it is not covered by the employee's medical coverage.
- (b) An employee may be required to produce such proof of illness as may be required by the Town certifying that the employee was unable to carry out their duties due to illness.

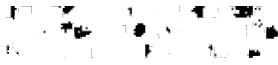
#### **13.07 Notification of Sick Periods**

Except in extreme and unusual circumstances, employees who are unable to attend work due to a sickness shall notify their immediate supervisor at least one (1) hour prior to commencement of a shift.

#### **13.08 Health and Welfare Program**

The Town and employees agree to share in the cost of the premiums for a health and welfare program as follows:

- (a) The Town shall pay 100% of the premiums for the Medical and Dental benefits excluding the Long Term Disability Benefit Plans.
- (b) The employee shall pay 100% of the premiums for the Long Term Disability Benefit Plan.
- (c) The Town agrees to medical and dental coverage under the terms of the Benefit



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Plan for the duration of any Employment Insurance paid sick leave entitlement period.

**13.09 Storm Days (Dispatch only)**

In the event an employee is unable to report to work due to storm conditions or unforeseeable circumstances the employee may choose to withdraw from banks listed. Hours may be withdrawn from the following banks: Statutory Holiday, Overtime Bank, Vacation Bank, Time in Lieu Bank or a day without pay.

**ARTICLE 14 - SAFETY AND HEALTH**

**14.01 Occupational Health and Safety**

- (a) The Town and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, illness and injury. The Town agrees to abide by the Nova Scotia Occupational Health and Safety Act and Regulations as well as other applicable Federal or Municipal Regulations.
- (b) Recognizing its responsibilities under the applicable legislation, the Town 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 among the bargaining unit employees.
- (c) Any representative appointed or selected in accordance with (b) shall serve a term of one (1) calendar year from date of appointment which may be renewed for further periods of one (1) year. The representative's time spent attending 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 Town 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 his 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 Town.
- (f) First aid facilities shall be provided to all employees.



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## **ARTICLE 15 - CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT**

### **15.01 Safety Equipment**

Public Works and Water Treatment employees covered by the Collective Agreement shall be furnished with safety clothing. All items under this Article must be purchased by the Employer for the employee or by pre-approval by the Employer for purchase by the employee.

### **15.02 Safety Boots**

The Town agrees to provide safety boots every twelve (12) months. The boots are to be purchased all at one time, at a time designated by the employer.

### **15.03 Care of Equipment and Clothing**

Employees will use all reasonable care to avoid the loss or damage to such clothing and equipment supplied by the Town.

### **15.04 Safety Glasses**

Permanent employees shall be entitled to receive one pair of safety prescription glasses every two (2) years.

Eye Exam is paid by the employee. Receipt for safety glasses must be separate from all other costs.

### **15.05 Footwear/ Clothing and Accessories for Public Works and Water Treatment Operators**

The following are considered safety clothing and safety equipment items:

- Safety boots (minimum CSA grade 1) once a year
- Rubber Boots
- Winterized Rubber Boots (steel-toed) every two years
- Coveralls and/or overalls (two, four (4) pair total, of insulated or non-insulated as required by the employee) two pair of summer, two pair of winter)
- Safety gloves
- Earplugs/hearing protection
- Hard hats
- High-visibility non-insulated rain suits
- Non-prescription Safety glasses
- Respirator
- High visibility winter coat- every three years or as needed



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### **15.06 Clothing for Dispatch Operators**

- Two (2) polo or button up shirts with Town logo
- Two (2) sweatshirts with Town Logo
- And any other clothing or shoes required by the Employer.

## **ARTICLE 16 - NO DISCRIMINATION**

### **16.01 No Discrimination**

Pursuant to the Nova Scotia Human Rights Act, the Town and the Union agree that absent a bona fide occupational qualification, there shall be no discrimination with respect to employees covered by this Collective Agreement in relation to hiring, wage rates, training, promotions, transfers, layoffs, recalls, discipline, classification or discharge by reason of race, religion, creed, colour, ethnic or national origin, sex, sexual orientation, political affiliation or activity, marital status, physical or mental disability, nor by reason of membership or activity in the Union.

## **ARTICLE 17 - DURATION**

### **17.01 Duration of Collective Agreement**

It is agreed between the Parties hereto that this contract shall be in full force and effect from **April 1, 2022** until **March 31, 2026** and shall continue in effect thereafter from year to year unless one party gives written notice to the other party of the desire to amend this Agreement, or negotiate a new agreement.

### **17.02 Notice to Renegotiate Agreement**

This notice shall be given within two (2) months next preceding the termination date of this Agreement in any year. During the period of negotiations, this Agreement shall remain in full force and effect.

## **ARTICLE 18 - COPIES OF AGREEMENT**

### **18.01 Sufficient Copies**

The Union shall have printed sufficient copies of the Agreement that each employee in the bargaining unit may have a copy within a reasonable time after the execution of this Agreement.

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**18.02 Cost of Printing**

The cost of such printing is to be shared on a 50-50 basis between the Town and the Union.

**ARTICLE 19 - RETIREMENT PLAN****19.01 Retirement Plan**

The existing Retirement Plan shall not be eliminated or changed without the prior written agreement of the Union. The contribution rate shall be 7% Employee and 7% Town based on the straight time wages of the employee in each pay period.

**19.02 Retirement Allowance Benefit**

Upon retirement, a permanent Employee shall be entitled to the payment of the sum of one hundred and seventy-five dollars (\$175.00) per year of permanent employment service. In the event of the death of the Employee prior to retirement, this allowance shall be paid to the Employee's beneficiary. The allowance shall be paid to the employee by a separate deposit.

**ARTICLE 20 - JOB SECURITY****20.01 Contracting Out Services**

Should the Town be considering contracting out services or work presently provided by the employees which could lead to layoffs, it will provide the Union with as much notice as reasonably possible, in any event no less than forty-five (45) days of its considerations. The Parties agree that they will explore whether other options can be developed that will resolve the difficulties for which contracting out was deemed to be necessary.

**ARTICLE 21 - LEAVE OF ABSENCE****21.01 Negotiations**

Representatives of the Union shall not suffer any loss of pay or benefits when required to leave their employment temporarily in order to carry on negotiations during working hours with the Town or with respect to a Town of Stellarton grievance.

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## 21.02 Union Leave

Leaves of absence without pay and without loss of seniority or benefits shall be granted, upon request to the Town at least two (2) weeks in advance of such requested absence, and the Town will provide a written response at least (1) one week, before the scheduled leave date to any three (3) employees, elected or appointed to represent the Union at Union Convention, Labour School or seminars. If there is deemed an emergency, the Town reserves the right to revoke the request for the leave of absence.

An employee shall receive the pay and benefits provided in this agreement when on Union leave. However, the Union shall reimburse the Town for all pay and benefits during the Union leave.

## 21.03 General Leave

The leave of absence without pay will not affect the earned vacation or sick time.

While on unpaid leave of absence, employees will not accrue benefits pertaining to vacation time or sick days.

The employee is responsible to submit a written request to their immediate supervisor or the Chief Administrative Officer concerning reasons for leave and estimated leave time required.

The immediate supervisor will get approval from the CAO concerning the length of leave.

The CAO may request written verification from an authority knowledgeable of the reason(s) for such a request.

The town recognizes that situations may unexpectedly occur which require the employee to be absent from their position at the Town. The CAO may approve emergency unpaid leave for the employee.

**Maternity and/or Parental and/or Adoption** benefits shall be in compliance with legislated standards.

Notification of an employee intending to take maternity/parental/adoption leave should be given at least two weeks prior to the intended absence.

The Town agrees to adhere to the present legislation under the EI Act and the Nova Scotia Labour Standards Code concerning entitlement to maternity/parental/adoption leave.



Should other conditions prevail during this term, a medical certification of ability or non-ability to return to work will be acceptable.

While off on maternity/parental/adoption leave, employees will contribute to their share of the Long-Term Disability, Life Insurance, Accidental Death and Dismemberment and Dependent Life Premiums.

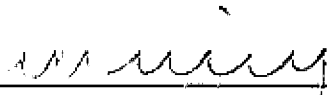
Employees have the ability to put their Medical and Dental Benefits plan on hold during their time off.

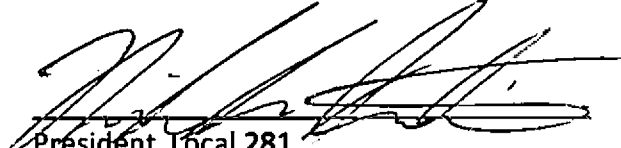
THIS AGREEMENT dated this 27<sup>th</sup> day of February, 2023.

SIGNED ON BEHALF OF:

**TOWN OF STELLARTON**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 281**

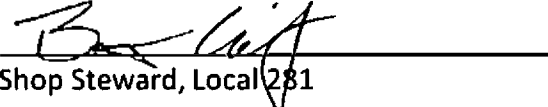
  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
President, Local 281

  
\_\_\_\_\_  
Town Councillor

  
\_\_\_\_\_  
Shop Steward, Local 281

  
\_\_\_\_\_  
Chief Administrative Officer

  
\_\_\_\_\_  
Shop Steward, Local 281



**SCHEDULE 'A'  
WAGES**

<b>PUBLIC WORKS OPERATOR</b>	<b>Expired 2022</b>	<b>5%</b>	<b>4.5%</b>	<b>2.25%</b>	<b>2.25%</b>
		<b>04-01-22</b>	<b>04-01-23</b>	<b>04-01-24</b>	<b>04-01-25</b>
<i>Base Hourly</i>	<b>26.80</b>	28.14	29.41	30.07	30.74
<i>Certificate 1 Hourly</i>	<b>27.07</b>	28.42	29.70	30.37	31.05
<i>Certificate 2 Hourly</i>	<b>27.34</b>	28.71	30.00	30.67	31.36
<i>Certificate 3 Hourly</i>	<b>27.62</b>	29.00	30.31	30.99	31.69
<i>Certificate 4 Hourly</i>	<b>27.89</b>	29.28	30.60	31.29	31.99
<i>Certificate 5 Hourly</i>	<b>28.16</b>	29.57	30.90	31.59	32.30
<i>Certificate 6 Hourly</i>	<b>28.44</b>	29.86	31.21	31.91	32.63
<i>Certificate 7 Hourly</i>	<b>28.71</b>	30.15	31.50	32.21	32.94
<i>Red Seal Mechanic</i>	<b>27.89</b>	29.28	30.60	31.29	31.99

<b>CUSTODIAN</b>	<b>Expired 2022</b>	<b>5%</b>	<b>4.5%</b>	<b>2.25%</b>	<b>2.25%</b>
		<b>04-01-22</b>	<b>04-01-23</b>	<b>04-01-24</b>	<b>04-01-25</b>
<i>Base Hourly</i>	<b>21.83</b>	22.92	23.95	24.49	25.04

<b>DISPATCH OPERATOR</b>	<b>Expired 2022</b>		<b>4.5%</b>	<b>2.25%</b>	<b>2.25%</b>
		<b>2022 Base Rate</b>	<b>04-01-23</b>	<b>04-01-24</b>	<b>04-01-25</b>
<b>Base Hourly</b>	<b>17.35</b>	<b>19.12</b>	<b>19.98</b>	<b>20.43</b>	<b>20.89</b>

<b>WATER TREATMENT PLANT OPERATOR</b>	<b>Expired 2022</b>	<b>5%</b>	<b>4.5%</b>	<b>2.25%</b>	<b>2.25%</b>
		<b>04-01-22</b>	<b>04-01-23</b>	<b>04-01-24</b>	<b>04-01-25</b>
<b>Base Hourly</b>	<b>26.80</b>	<b>28.14</b>	<b>29.41</b>	<b>30.07</b>	<b>30.74</b>
<b>Certificate 1 Hourly</b>	<b>27.07</b>	<b>28.42</b>	<b>29.70</b>	<b>30.37</b>	<b>31.05</b>
<b>Certificate 2 Hourly</b>	<b>27.34</b>	<b>28.71</b>	<b>30.00</b>	<b>30.67</b>	<b>31.36</b>
<b>Certificate 3 Hourly</b>	<b>27.62</b>	<b>29.00</b>	<b>30.31</b>	<b>30.99</b>	<b>31.69</b>
<b>Certificate 4 Hourly</b>	<b>27.89</b>	<b>29.28</b>	<b>30.60</b>	<b>31.29</b>	<b>31.99</b>
<b>Certificate 5 Hourly</b>	<b>28.16</b>	<b>29.57</b>	<b>30.90</b>	<b>31.59</b>	<b>32.30</b>
<b>Certificate 6 Hourly</b>	<b>28.44</b>	<b>29.86</b>	<b>31.21</b>	<b>31.91</b>	<b>32.63</b>
<b>Certificate 7 Hourly</b>	<b>28.71</b>	<b>30.15</b>	<b>31.50</b>	<b>32.21</b>	<b>32.94</b>



**TOWN OF STELLARTON**  
PO Box 2200, Stellarton, NS B0K 1S0 Phone  
(902)752-2114 Fax: (902)755-4105  
[www.stellarton.ca](http://www.stellarton.ca)

Nicholas Keating, President  
CUPE Local 281  
115 MacLean St.  
New Glasgow, NS B2H 4M5

February 10, 2023

*Via email*

Dear Nicholas,

**RE: PSSPS**

Further to our negotiations that concluded in January, 2023, please note that the Town of Stellarton indicated during those negotiations it would consider changing pension plans from the current provider to the Nova Scotia Public Service Superannuation Plan. This letter confirms that it will investigate the impacts of switching to this plan. It will entail detailed analysis which will take time and it will also require Council approval as it will financially impact the budget.

Once the information is collected, both parties will re-convene and discuss the situation.

Sincerely,

Susan Higdon  
Chief Administrative Officer

