



COLLECTIVE AGREEMENT

between

**THE MUNICIPALITY OF THE COUNTY OF
COLCHESTER**

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3945**

July 1, 2022 – June 30, 2025

Table of Contents

ARTICLE 1 – PREAMBLE	1
ARTICLE 2 - RECOGNITION, DEFINITIONS AND MISCELLANEOUS PROVISIONS.....	2
ARTICLE 3 - MANAGEMENT RIGHTS.....	5
ARTICLE 4 - NO DISCRIMINATION.....	6
ARTICLE 5 - UNION SECURITY	6
ARTICLE 6 - CHECK-OFF OF UNION DUES.....	6
ARTICLE 7 - ACQUAINT NEW EMPLOYEES	6
ARTICLE 8 - LABOUR-MANAGEMENT COMMITTEE	7
ARTICLE 9 - HOURS OF WORK.....	8
ARTICLE 10 - HOLIDAYS	11
ARTICLE 11 - VACATIONS.....	11
ARTICLE 12 - SICK LEAVE.....	14
ARTICLE 13 - WAGES AND CLASSIFICATIONS	16
ARTICLE 14 – OVERTIME	19
ARTICLE 15 - GRIEVANCE PROCEDURE.....	22
ARTICLE 16 – ARBITRATION.....	25
ARTICLE 17 - DISCHARGE, SUSPENSION AND DISCIPLINE	26
ARTICLE 18 - SENIORITY	28
ARTICLE 19 - LIABILITY OF EMPLOYEES.....	31
ARTICLE 20 - LAY-OFFS, RECALLS AND REDUCTION OF THE WORK FORCE	31
ARTICLE 21 - PROMOTIONS AND STAFF CHANGES	32
ARTICLE 22 - LEAVE OF ABSENCE	35
ARTICLE 23 – MATERNITY LEAVE.....	37
ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION	39
ARTICLE 25 - PENSION PLAN	40
ARTICLE 26 – CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT	40
ARTICLE 27 - INCLEMENT WEATHER PAY	41
ARTICLE 28 - JURY DUTY AND WITNESS APPEARANCE.....	41
ARTICLE 29 - HEALTH AND SAFETY	42
ARTICLE 30 - NO STRIKE OR LOCKOUT	43
ARTICLE 31 - GENERAL CONDITIONS	43
ARTICLE 32 - PRESENT CONDITIONS AND BENEFITS	43
ARTICLE 33 - INVALIDITY OF PORTION OF AGREEMENT	43
ARTICLE 34 - AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION.....	44
ARTICLE 35 - CONTRACTING OUT OF SERVICES	44
ARTICLE 36 – TECHNOLOGY CHANGE PROTECTION.....	45
ARTICLE 37 - DURATION AND TERMINATION OF AGREEMENT	46
ARTICLE 38 - CHANGES IN AGREEMENT	46
ARTICLE 39 - NOTICES.....	46
ARTICLE 40 - BINDING EFFECT.....	46
LETTER OF UNDERSTANDING	48
RE: EMPLOYMENT INSURANCE REBATE	48
LETTER OF UNDERSTANDING	49
RE: SUMMER HOURS OF OPERATION	49
LETTER OF UNDERSTANDING	51
RE: WASTEWATER CLASSIFICATIONS	51
SCHEDULE 'A'	52

THIS AGREEMENT made this February 28, A. D., 2023

BETWEEN: **THE MUNICIPALITY OF THE COUNTY OF COLCHESTER**
(hereinafter called the "EMPLOYER")

Party of the First Part

AND: **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3945**
C.L.C., (hereinafter called the "UNION")

Party of the Second Part

ARTICLE 1 – PREAMBLE

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

- (1) To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
- (2) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, other services and wages and benefits as set forth in this Agreement;
- (3) To recognize and maintain efficiency in operations;
- (4) To promote the morale, well-being and security of all the employees in the bargaining unit in accordance with the applicable provisions of this Agreement.

AND WHEREAS it is now desirable to provide by this Agreement a complete statement of Agreement on all matters negotiated between the parties in collective bargaining.

NOW THEREFORE the parties agree as follows:

ARTICLE 2 - RECOGNITION, DEFINITIONS AND MISCELLANEOUS PROVISIONS

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 3945 as the sole and exclusive collective bargaining agent for a bargaining unit consisting of all full-time, full-time term, and part-time employees employed in the following departments: **Balefill, Wastewater Collection, Wastewater Treatment, Utility Services, Recreation Services, and Janitorial staff**, or their successor departments in any municipal re-organization in any department or location, but excluding casual employees, office employees, employees with the rank of supervisor, and those excluded by paragraphs (a) and (b) of Subsection (2) of Section 1 of the Trade Union Act. Positions in the bargaining unit are identified in the list attached as Schedule "A".

2.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except when the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee in the bargaining unit below the then current number of hours of work or the then existing pay of such employee.

2.03 No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Collective Agreement.

2.04 Attendance at Committee Meetings, etc.

Union appointees to the Labour-Management Committee and to the Bargaining Committee shall be entitled to leave their work during working hours in order to attend Labour-Management Committee meetings with the Employer or Collective Bargaining meetings with the Employer. Witnesses testifying at a labour arbitration shall be entitled to leave their work during working hours in order to testify at an arbitration hearing, and in the absence of a subpoena, witnesses shall be entitled to leave their site, subject to approval from their Employer. Shop-Steward or Executive member shall be entitled to leave their work during working hours to the extent reasonably necessary to carry out their responsibilities pursuant to Article 15, 16, and 17 of this Agreement. In each instance the employee shall not suffer any loss of pay or benefits as a result of leaving work provided that:

- (a) the employee provides reasonable advance notification to the supervisor;
- (b) the employee reports to and notifies the supervisor immediately upon return to resuming their regular employment duties.

2.05 Employee(s)

In this Collective Agreement, except where the context requires otherwise, employee(s) means employee(s) in the bargaining unit.

2.06 Designated Positions

All employees shall occupy positions designated as either full-time, full-time term, or part-time. Designated full-time, full-time term and-part-time positions as of the date of this Agreement are identified in Schedule "A". Subject to Articles 20 and 34, the Employer may change the designation of a position provided that it gives notice to the Union of such a change.

2.07 Full-Time Employees

- (1) A full-time employee is an employee who occupies a position designated by the Employer as a full-time position.
- (2) In the event that a part-time employee other than an employee hired for a specified term accumulates more than 832 hours of work over any period of 13 consecutive pay periods, the employee's position shall be deemed to have been designated by the Employer as occupying a full-time position effective the following pay period.

2.08 Full-Time Term Employees

- (1) A full-time term employee is an employee who occupies a position designated by the Employer as a full-time term position.
- (2) All employees who have been hired for a specified term and who accumulate more than 832 hours of work over any period of 13 consecutive pay periods shall be deemed to have been designated by the Employer as occupying a full-time term position effective the following pay period.

2.09 Part-Time Employees

- (1) A part-time employee is an employee who occupies a position designated by the Employer as a part-time position, **who works less than the full-time weekly hours on a regular basis.**
- (2) All persons employed by the Employer with the Balefill, Waste Water Collection and Treatment, or Water Utility Departments, **Recreation Services**, or Janitorial staff, except full-time and full-time term employees, who work regularly scheduled hours over any period of 13 consecutive weeks shall be deemed to have been designated by the Employer as occupying a part-time position effective the following pay period.

- (3) An employee who would otherwise be considered a casual employee, but who is hired to temporarily fill a unionized position as a result of a medical or other leave of less than 13 weeks duration is deemed to be a part time employee, provided however that the provisions in this Agreement regarding Seniority, Lay-Offs, Recall and Reduction of the Workforce, Promotions and Staff Changes, and Contracting Out of Services shall not apply to such employee until and unless the employee otherwise qualifies under Article 2.09(2) or 2.10(2), and, in particular, the Employer shall have the right to lay-off such temporary employee, upon return to work of the incumbent, without incurring any obligation to recall the temporary replacement worker in the future.

2.10 Casual Employees

- (1) Subject to article 2.10 (3), a casual employee is an employee who is called to work on a day to day basis as needed, with no guarantee of a schedule or hours of work. Casuals are not included in the bargaining unit.
- (2) In the event that a casual employee accumulates more than four hundred (400) hours of work over any period thirteen (13) consecutive pay periods, the employee's position shall be deemed to have been designated as a part-time position effective the following pay period.

2.11 Summer Students and Co-op Students

Subject to compliance with Article 2.02, student workers may be hired by the Employer and, for greater certainty, such **Summer Students** shall not be in the bargaining unit or covered by the provisions of this Agreement. For purposes of this Article "**Summer Students**" is defined as a person who during the preceding twelve (12) months has been in attendance at an educational institution and has not completed such education and intends to return for resumption of their education within six (6) months provided that no one **Summer Student** shall be hired for more than sixteen (16) full-time weeks of employment or its hourly equivalent per annum.

For the purpose of this Article "Co-Op Student" is defined as a person enrolled into a Cooperative Education Program and has the opportunity to work in an industry related to their field of study, provided that no Co-Op Student shall be hired for more than four (4) consecutive months of employment.

2.12 Sites

In this Agreement, employees are deemed to work at one of two sites:

- (1) The Balefill.
- (2) All other locations, including the Municipal Buildings and the Wastewater Treatment Plants, Public Works Building, Water Utilities Service, **and Recreation Services**, but excluding the Materials Recovery Facility.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 General

The Union recognizes and agrees that except as specifically abridged or modified by this Agreement, all the rights, powers, and authority the Employer had prior to the signing of Agreement are retained by the Employer, and remain in the rights of management.

3.02 Specific

The Union recognizes that it is the right of the Employer to manage the affairs of the operation and to direct the working force and, without restricting the generality of the foregoing, the Union acknowledges that it is a specific function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, promote, demote, discipline, suspend, lay off, or discharge any employee covered by this Agreement, provided that a claim that an employee has been demoted, disciplined, suspended or discharged without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine the nature, scheduling of work, and kind of services to be provided by the Employer and the methods, procedures, equipment, materials and staff to be used in providing these services;
- (d) study or introduce new or improved methods or facilities to determine schedules of work, kinds and locations of machines, tools and equipment to be used, the control of materials and parts, the extension, limitation, curtailment or cessation of operations in whole or in part, to contract out work, and all other matters concerning the operation of the Employer not specifically restricted in this Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Union agree that there shall be no discrimination exercised or practiced with respect to any Employee as defined under the Human Rights Act of Nova Scotia.

ARTICLE 5 - UNION SECURITY

- 5.01 All new employees within the bargaining unit hired from the date of certification of the Union, as a condition of employment must become and remain members of the Union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Deduction of Dues

The Employer shall deduct from every employee any dues, initiations, or assessments levied in accordance with the Union Constitution and/or By-laws and owing by them to the Union.

6.02 Forwarding of Dues

Deductions shall be made from the payroll and shall be forwarded to the National Secretary Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa, Ontario, K1G 0Z7 on at least a monthly basis accompanied by a list of the names and classifications of employees from whose wages the deductions have been made.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the slips the amount of Union dues paid by each Union member in the previous year.

ARTICLE 7 - ACQUAINT NEW EMPLOYEES

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

ARTICLE 8 - LABOUR-MANAGEMENT COMMITTEE

8.01 Establishment of Committee

A Labour-Management Committee shall be established consisting of four (4) representatives of the Union, and four (4) representatives of the Employer. The Committee will meet for the purpose of discussing issues or concerns of the following:

1. Reviewing suggestions from employees, questions about working conditions, services to the public and issues of mutual concern.
2. Grievances are not to be discussed at Labour Management Meetings. Conditions, or misunderstandings may be discussed in an attempt to avoid potential grievances.

8.02 Meetings

The Labour-Management Committee shall meet when requested by either party, **at least once annually**, at a mutually agreeable time and place as agreed upon by at least one authorized representative of the Employer and the Union. The Employer and the Union will exchange an agenda of the matters proposed to be discussed at any meeting at least three (3) working days prior to the meeting. The Chair at the meeting shall alternate between Employer and Union. By agreement of the Employer and the Union, minutes may be prepared and signed by a representative from each of the Employer and the Union to record any recommendations agreed upon at a Labour-Management Committee meeting.

8.03 Advisory Nature of Committee

The Labour-Management Committee shall not have jurisdiction over any matter of collective bargaining, including the administration of this Collective Agreement. Any decisions of the Labour-Management Committee may not be enforced through this Collective Agreement. The Committee has the power to make recommendations to the Union and the Employer but not the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. In particular, although the Committee may recommend that amendments be made to this Collective Agreement, no decisions of the Committee serve as amendments to the provisions of this Collective Agreement except in the event that the formal amendment process pursuant to Article 38.01 is adhered to.

ARTICLE 9 - HOURS OF WORK

9.01 (a) Subject to Article 9.03, regular daily hours for full-time and full-time term employees shall not commence before 7:30 a.m. nor finish later than 5:00 p.m. and shall consist of days not longer than eight (8) working hours.

(b) Utility Services

1. It is agreed that this classification will continue to run a seven (7) day a week operations as follows:
2. The daily hours of work will be 8:00 a.m. to 4:30 p.m.
3. There will be three weekly shift rotations, Sunday through Thursday, Monday through Friday, and Tuesday through Saturday.
4. The employees will rotate through the weekly shift rotations (unless otherwise agreed) on a three (3) month schedule. The rotation week will herein be referred to as the "change over".
5. During the "change over" it is agreed that an employee may be required, as is past practice, to work six (6) consecutive days with only one (1) day off. It is understood that there will be no increased compensation for this "change over" period.
6. It is further agreed that any employee affected by number 5 above will receive three (3) days off, without any loss of compensation during the next "change over" period.

(c) Public Works Winter Operations

1. It is agreed that the Employer, as per past practice, will continue to operate a Winter Operations schedule. This schedule will commence no earlier than November 1st of each year and the affected Public Works employees shall receive notice of the commencement of the Winter Operations schedule as per Article 9.03 of the Collective Agreement.
2. It is agreed that the Employer, as per past practice, will continue to operate three (3) shifts during the Winter Operations schedule. The shifts will be "the early shift" that will work 5:30 a.m. until 2:00 p.m., "the day shift" that will work 8:00 a.m. until 4:30 p.m., and "the night shift" that will work 4:00 p.m. until 12:00 a.m. (with no supper break). All shifts will be Monday through Friday. The Employer may change the start time of the early shift from 5:30 a.m. to 5:00 a.m. to accommodate a snow event provided that 12 hours' notice is given.

3. The affected Public Works employees will be divided into “crews” with one (1) crew working “the early shift”, two (2) crews working “the day shift” and one (1) crew working “the night shift”.
4. The crews of employees shall rotate through the shifts on a weekly basis with each crew of employees working one week of “the early shift”, one week of “the night shift” and 2 consecutive weeks of “the day shift”.
5. It is agreed that any work falling outside the outlined shifts in number 2 above shall be paid at the appropriate overtime rate as per the Collective Agreement.
6. It is further agreed that the Winter Operations schedule will be completed by May 1st of each year and at that time all employees will revert back to their regular 8:00 a.m. to 4:30 p.m. Monday to Friday working schedule.
7. Notice of the completion of Winter Operations schedule will be as per Article 9.03 of the Collective Agreement.
8. Employees who work 13 consecutive hours on a commercial vehicle during snow clearing activities will have a mandated eight (8) hour rest period following the period of work. The 13 consecutive hours can comprise either of 13 hours of overtime, or the extension of a regular eight (8) hour shift to reach 13 consecutive hours of work.
9. Snow clearing activities are considered to be the following: pre salting of roads and sidewalks prior to a snow event, clearing snow on roads or sidewalks during a snow event, salting roads or sidewalks during a snow event, and winging back snow from roads or sidewalks following a snow event.
10. Commercial vehicles include sidewalk plows, loaders and all forms of plows or salt truck.
11. Any extensions of the maximum number of consecutive hours prior to the mandated rest period will be subject to approval by the CAO or Director of Public Works.
12. Should there be an overtime callout during an employee’s mandated rest period, **their** name will be skipped on the rotation, and all further callouts will follow the rotation list. The list will not be modified to suit an employee who may have been skipped during a mandated rest period.
13. Should an employee’s eight (8) hour mandated rest period extend into their regular shift, they will report to work following the mandated rest period and work the remainder of their regular shift. They shall be paid for the full amount of their regular shift.

14. For further clarification, it is understood that after an employee has worked their regular 8 hour shift and left the site, the employee could be called back to work a 13-hour shift.

9.02 Subject to Articles 9.01 and 9.03, regular working hours for full-time and full-time term employees shall consist of forty (40) hours per week. Balefill employees may work bi-weekly hours which includes 6 day weeks from Monday to Saturday inclusive, and alternating scheduled hours of 44 and 36 hours in each week.

9.03 Full-time and full-time term employees, when provided with notice as outlined below, can be required to work shift work or during hours other than those identified in Articles 9.01 and 9.02. When doing such shift work, the employees will only work five (5) days consecutively with two (2) consecutive days off, and overtime rates will not apply to regular shift work hours but will apply to all other hours worked.

Notice is as follows:

- a) At the Balefill- 12 hours
- b) Snow plowing services- 12 hours
- c) All other services- 48 hours

9.04 Within the times identified in Articles 9.01 and 9.02, the Employer may amend the regular daily or weekly hours of an employee upon providing notice as outlined in Article 9.03.

9.05 The schedule for part-time employees shall be as determined by the Employer.

9.06 Employees are entitled to two fifteen-minute breaks for each 8 to 10 hour workday and to one fifteen minute break for workdays of 5 hours or less.

9.07 Hours of work will be punctuated by a one (1) hour meal break; with permission of the employer, the meal break may be reduced to ½ hour. At the Balefill site and Public Works, and Recreation Services, hours of work will be punctuated by a one-half (½) hour meal break.

9.08 Janitorial employees working the split shift shall not work more than eight (8) hours per day, forty (40) hours per week

9.09 For the purpose of calculating hours of work, a week shall commence from 00 hours Sunday and ends at 2400 hours the following Saturday.

ARTICLE 10 - HOLIDAYS

10.01 List of Holidays

All employees covered by the Agreement shall be granted the following holidays:

- | | |
|-----------------------------|--|
| 1. New Year's Day | 8. Labour Day |
| 2. Nova Scotia Heritage Day | 9. National Day for Truth & Reconciliation |
| 3. Good Friday | 10. Thanksgiving Day |
| 4. Easter Monday | 11. Remembrance Day |
| 5. Victoria Day | 12. Christmas Day |
| 6. Canada Day | 13. Boxing Day |
| 7. First Monday in August | 14. And other day proclaimed as Holiday by
the Provincial, Federal or Municipal
Government. |

The last four (4) hours on the employee's last regularly scheduled day prior to Christmas Day. Those employees who cannot due to operational requirements receive the time off, will be given the time off in lieu at time to be agreed between the employee and the supervisor. If time is worked during the last 4 hours due to operational requirements, it will not be considered overtime.

10.02 If a holiday falls on a regularly scheduled day off, full-time and full-time term employees covered by this Agreement shall be granted an additional day off or a day's pay in lieu of such holiday. The Employer may declare another day to be observed as the holiday provided it shall give at least two weeks' notice of the date to be observed. Part-time employees shall be entitled to pay in lieu of the holiday in an amount pro-rated according to the number of hours worked during the previous pay period divided by 80.

10.03 When an employee works on one of the statutory holidays as listed in Article 10.01, they shall be entitled to double time for all hours worked plus a day off to be taken at a later date or payment of the regular eight (8) hour statutory paid day.

10.04 The Employer shall notify the Union and all affected employees of the dates when the above noted holidays will be observed, if the above noted holiday is to fall on a weekend or any other normally scheduled day off. This notice shall be given three (3) months in advance of the date the holiday will be observed.

ARTICLE 11 - VACATIONS

11.01 Vacation Time

Calendar Year - January 1 to December 31. New full-time employees hired after December 1, 1999 will accrue vacation as outlined in Article 11. Vacation accrued for such new employees cannot be used until the next calendar year. Employees

hired prior to December 1, 1999 will maintain the current practice of using vacation in the year it is accrued subject to carryover provisions.

11.02 Full-time employees are entitled to receive vacation with pay.

- (a) In lieu of paid vacation, full time term, and part time employees shall be eligible to receive the vacation credit in pay in each pay period equivalent in percentage to clauses 11.03 to 11.06. Such employees may still take the vacation they are otherwise entitled to, except that they shall not be paid again during their vacation.
- (b) **Employees hired after December 1, 1999, earning additional vacation credit as outlined in 11.03 to 11.06 will have their earned vacation bank credited January 1st of the year in which their service anniversary occurs. Employees will be credited on a pro-rated basis in the year of the service anniversary for additional vacation time earned after the service anniversary.**

11.03 One Year but Less than Eight Years Service

Subject to Article 11.02, all full-time employees having completed one (1) year's service but less than eight (8) years' service with the Employer shall receive three (3) weeks' vacation with pay annually, i.e. fifteen (15) working days.

11.04 Eight Years but Less than Fifteen Years' Service

Subject to Article 11.02, all full-time employees having completed eight (8) years' service but less than fifteen (15) years' service with the Employer shall receive four (4) weeks' vacation with pay, i.e. twenty (20) working days.

11.05 Fifteen Years but Less than Twenty-two (22) Years' Service

Subject to Article 11.02, all full-time employees having completed fifteen (15) years' service with the Employer shall receive five (5) weeks' vacation with pay annually, i.e. twenty-five (25) working days.

11.06 Twenty-two Years or More of Service

Subject to Article 11.02, all full-time employees having completed twenty-two (22) years of service shall receive six (6) weeks' vacation with pay annually, i.e. thirty (30) working days.

11.07 Scheduling and Requests

- (1) Employees shall advise their immediate supervisor of their vacation date preference by April 30 of each year. Vacation requests received prior to April 30 of each year shall be granted on the basis of seniority.

- (2) Supervisors shall make every reasonable attempt to grant the employee's request. If unable to comply, the supervisor shall provide the reason for disapproval and negotiate a mutually convenient alternative time.

11.08 Holiday Falling During Employee's Vacation

If a holiday falls or is observed during an employee's vacation period, such employee shall be entitled to an additional day's vacation with pay at **their** prevailing rate.

11.09 Carry-Over of Vacation

- (1) Vacation leave entitlement shall be used within the year in which it is earned. Employees may carry-over up to one (1) week of unused vacation to the next year, provided approval is received from the employee's immediate supervisor before December 31.
- (2) The CAO may authorize payment in lieu of vacation to a maximum of 1 week to all employees.

11.10 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. **Payment of salary or wages in lieu of such vacation will be made on the final salary payment to the employee.**

11.11 Vacation on Retirement

An employee retiring employment may choose to take their vacation entitlement in the same calendar year as it is accrued on a pro-rated basis, or to receive a proportionate payment of salary or wages in lieu of such vacation. An Employee must give the Employer a minimum of two (2) weeks' notice of retirement.

11.12 Bereavement Leave and/or Hospitalization During Vacation

Where an employee qualifies for bereavement leave pursuant to Article 22.03 (1) or (2) or sick leave in which a hospitalization for two (2) nights or more is required there shall be no deduction from vacation credits for such absence.

11.13 Overtime Vacation Rate

No employee shall be required to work during **their** scheduled vacation period. However, should an employee agree to work when requested during **their** scheduled vacation, **they** shall be paid at double the regular rate of pay for each day in which work was performed.

11.14 Benefits

All benefits remain while the employee is on vacation leave, including continuous service.

ARTICLE 12 - SICK LEAVE

12.01 Sick Leave Defined

With respect to an individual and for the purposes of this article only, sick leave is defined as a state of incapacity resulting from illness or non work related injury by reason of which the employee is unable to perform their duties of employment for the Municipality of Colchester.

12.02 Sick Leave Benefit

- (a) Subject to Articles 12.03 and 12.04 and other requirements contained in this Agreement and in the Employer's personnel manual, if an employee becomes ill or disabled, the Municipality shall pay the employee salary or wages at the level of pay in place at the time the illness or disability occurred for each day that the illness or disability continues. In the event an employee's sick leave bank is exhausted, the Employee can apply for Employment Insurance (EI) Sick Benefits. Employees who are sick or disabled beyond 119 calendar days have the ability to apply for Long Term Disability Benefits.
- (b) While an employee is absent without pay for any reason, the employee shall not accumulate sick leave credit, for the period of such absence, but shall retain the cumulative sick leave credit, if any, existing at the start of such absence. Absence without leave include suspension without pay, leave of absence, and Long Term Disability.
- (c) In conjunction with Article 8, Labour Management Committee, both parties agree to discussing recurring absenteeism issues and means to resolving them.

12.03 Full-Time Employees

- (a) A full-time employee is eligible for the sick leave benefit, provided they banked sufficient hours in their sick leave bank in accordance with 12.03(b). The sick leave bank will be reduced by one hour for each hour of approved sick leave taken. The benefit will cease when the sick leave bank has no hours remaining.
- (b) An employee shall earn to a maximum of 95 sick leave days (760 sick leave hours) in the sick leave bank at the rate of 1.50 days (12 hours) per month.

12.04 Full-Time Term and Part-Time Employees

Full-time term employees, and part-time employees, are eligible for sick leave to the extent that such employee has accumulated a sick leave bank. Such sick leave banks shall accumulate in proportion to the rate as a full-time employee to a maximum of 95 sick leave days (760 sick leave hours). For purposes of this article, full-time term employees shall be deemed to work for 80 hours for each pay period during which they work.

12.05 Proof of Illness

- (a) All absences exceeding 5 consecutive working days must be supported by a certificate from a legally qualified medical practitioner certifying that the Employee was unable to perform **their** duties due to illness.
- (b) A certificate is evidence of illness but is not conclusive, and the Employer may obtain further particulars from the employee's physician, with the employee's consent (which shall not be unreasonably withheld), at the employer's expense. The employee may be required to submit to an independent medical examination by a qualified examiner selected by the Employer, also at the employer's expense. The Employer reserves the right to require a medical certificate for absences of less than 5 consecutive days, if the Employer suspects inappropriate use of sick leave. The Employer, at the employer's expense, may require a certificate from an employee returning to work from sick leave to the effect that the employee is able to fully perform their employment duties.
- (c) The Employer may request an employee to obtain physiotherapy services and to follow any treatment prescribed by the physiotherapist and the employee shall comply with the request unless there is a medical basis for refusing. Employees shall maintain the option to seek medical advice prior to obtaining physiotherapy treatment. Any cost of such treatment shall be paid by the Employer.
- (d) As regular attendance is an expectation of employment, the Employer may request the Employee to undertake a medical examination, at the Employer's expense, if regular and frequent sick leave absences occur. This medical exam will take place with advanced notice to the Union.

12.06 Seniority

Subject to Article 18, while an employee is off work on sick leave or on Workers' Compensation benefits, seniority shall accrue to the employee as if they had worked their regular hours. No seniority shall accrue for employees who have exhausted their sick leave bank and in such circumstances beyond their notified date of lay-off.

12.07 Workers' Compensation

Where an employee is unable to work as a result of an injury on duty and is being compensated under the Workers' Compensation Act, the Employer shall:

- (a) Continue the eligibility of the Employee and maintain the full cost of benefit premiums so as to allow the Employee to continue in the group benefit plans for a period of up to twenty-four (24) continuous months.
- (b) Where an Employee has returned to work after being absent from injury on duty for which Worker's Compensation Benefits are not payable, and where the absence due to injury on duty was for two (2) days or less after the day of the injury, the Employee shall receive an amount equal to regular pay from accumulated sick leave credits for the period in which the Employee was unable to work as a result of the injury on duty.

ARTICLE 13 - WAGES AND CLASSIFICATIONS

13.01 Pay Days and Rates of Pay

- (a) The Employer shall pay salaries and wages for the previous 2-weeks, up to and including Saturday of the week prior to pay week, in accordance with Schedule "A" attached hereto and forming part of the agreement.
- (b) Employees falling in the four (4) categories of 'Water Treatment Plant Worker', 'Public Works Maintenance Worker', 'Wastewater Treatment Maintenance Technician' and 'Process Technician' shall be classified according to their level of achievement of certification as required under Nova Scotia Department of Environment regulations and authorized by the Employer. Certifications obtained that are not authorized by the Employer or that do not contribute towards certification levels mentioned below shall not be considered an 'achievement of certification' under this clause. Further, provisions in clause 13.01(b) shall not apply to any other course(s) or certification(s) except those specifically mentioned below that are necessary for the employee to discharge their duties.
 - 1. Employee having no certification at any level as defined in Nova Scotia Department of Environment regulations shall be designated as employee "in training" in the respective four categories mentioned above.
 - 2. Employee having achieved Level-1 Certification as defined and determined by Nova Scotia Department of Environment in either of the four areas of operation specified in clause 13.01(b)(5) and authorized by the Employer shall be designated as "Level-1 certified"

employee in the **four** respective categories mentioned above provided the certification is kept current.

3. Employee having achieved Level-2 Certification as defined and determined by Nova Scotia Department of Environment in either of the four areas of operation specified in clause 13.01(b)(5) and authorized by the Employer shall be designated as “Level-2 certified” employee in the **four** respective categories mentioned above provided the certification is kept current.
4. Employee having achieved Level-3 Certification as defined and determined by Nova Scotia Department of Environment in either of the four areas of operation specified in clause 13.01(b)(5) and authorized by the employer shall be designated as “Level-3 certified” employee in the **four** respective categories mentioned above provided the certification is kept current.
5. The areas of operation for determining certification levels for (1), (2), (3) and (4) above are:
 - i. Water Treatment
 - ii. Water Distribution
 - iii. Wastewater Collection
 - iv. Wastewater Treatment
6. An employee, who successfully achieves additional certifications in any of the four areas of operation mentioned in (5) above, shall be paid an annual amount of \$200 upon submission of proof of having completed and obtained such a certification, provided that such additional certification is authorized by the Employer.
7. The Employer in its sole discretion, will recognize or not, an employee's certificate for purposes of additional payment under this provision. In the event the Employer had previously recognized certifications but will no longer do so and that employee shall be paid the annual amount until the current certification period lapses. However, the employee, on **their** own may continue to maintain the certifications, but **they** will not be paid the annual amount on account of that certification.
8. The Union recognizes that for clauses 6 and 7 above the Employer has the sole discretion and authority to nominate any employee for such additional certifications.

9. The Employer will pay for registration and reasonable expenses for courses, conferences and memberships as required for certified operators to obtain their necessary continuing education credits (CEUs) as required by the applicable certifying agency.
- (c) On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. Overpayments shall be recoverable by the Employer in a reasonable manner. Without limiting the generality of the foregoing, recovery of overpayments by periodic deductions of up to ten percent (10%) of gross pay shall conclusively be deemed to be reasonable. The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration, this Agreement or by consent.

13.02 Shortage of Pay Adjustment

If any employee covered by this Agreement has not received the wages earned in any one period by cause of shortage, it shall be reported to the Manager who shall arrange immediately for appropriate adjustment, unless the shortage is in an amount less than twenty-five dollars (\$25.00) of the employee's regular pay in which event an adjustment may be made the following pay period.

If the employee has a shortage of hours related to payout of banked hours from prior pay periods it shall be reported to the Manager who shall arrange immediately for appropriate adjustment if the amount is in excess of one hundred dollars (\$100.00). If the amount is less than one hundred dollars (\$100.00), adjustment shall be made on the following pay period.

13.03 Travel Allowance

1. Employees using their own vehicle for Municipal business at the request of the supervisor, or more senior supervisory staff shall be reimbursed at the Municipal rate for each kilometre travelled. No amount shall be paid for travel between the employees' home and place of work.

Employees who are away from work while taking work related courses approved by the employer are not required to return to work after the course if, with reasonable travel time, the employee could only be available for 1 hour of work or less if weather conditions or emergencies do not require the employee to work. The employer has the right to investigate and determine the time the course ended and the reasonable amount of time if needed, to travel to the workplace.

2. Overweight Fines

If a fine is issued for an overweight load hauled from a site without the ability to weigh i.e. no scales; the employer will pay for that/those fines.

13.04 Where an employee spends time either before or after their regular working hours travelling between their place of work and a training venue, they shall be paid for such travel time as straight time.

ARTICLE 14 – OVERTIME

14.01 Overtime Defined

(a) All time worked in excess of forty (40) hours per week or 80 hours every two weeks, for employees scheduled to work alternating weeks of 44 and 36-hours and may include Saturdays, or hours outside of the regular daily hours as defined by Article 9 or on a paid holiday as defined in herein shall be considered overtime.

(b) 1. Overtime Defined

To distribute overtime fairly, the Employer shall call employees by phone, if the employee(s) opts to consent to be contacted by that method. If the employee does not answer the phone, the Employer shall offer the overtime to the next senior employee, who is willing and qualified to do the work. It is understood that a seniority list will be maintained by the Employer to track the overtime rotation calls. The Employer shall post the overtime lists. This over-time rotation process shall not be a matter for a grievance. The Union reserves the right to grieve if the proper order is not followed or if overtime is not properly called.

2. Continuance of Overtime

The Employer may extend a regular shift by a maximum of 3 hours in order to complete a task or duty. This form of extension is defined as a continuance of overtime and shall not be grieved by employees on the overtime rotation list who were not called to complete said overtime. Continuance of Overtime shall not apply to Winter Operations.

3. The Employer and Union agree that they jointly are responsible for the operation of necessary community services which must be continuously maintained and the Union, therefore, agrees that employees will endeavour to work overtime when called. Overtime work shall be on a voluntary basis with the understanding that if no senior employee(s) agree to accept overtime then the employee(s) with the least seniority will be required to work if the work is deemed necessary for continued operations of the Municipality. The Employer will endeavour to keep overtime at a minimum.

(c) 1. Balefill: The overtime rotation list shall be established on January 1st based on seniority, with the most senior employees being at the top of the list. For the remainder of the year, overtime will be assigned based

on who last worked overtime, and who is the next qualified employee on the rotation list. Overtime shall be assigned out of rotation if necessary, in cases where there is an emergency situation. Emergency situation is defined as anything which disrupts the normal routines or conditions of the Municipality.

2. **Wastewater Treatment:** Process related overtime shall first be assigned to the process technician on standby. Maintenance related overtime shall first be assigned to the maintenance technician on standby. Should the process technician responding to an overtime call require additional support, they shall either call the maintenance technician on standby, or the process technician who was on standby the week prior, depending on the nature of the overtime call and the assistance required. Should the maintenance technician responding to an overtime call require additional support, they shall either call the process technician on standby, or the maintenance technician who was on standby the week prior, depending on the nature of the overtime call and the assistance required. Standby shall be assigned by the supervisor or manager on a rotating basis and spread evenly among all employees.
 3. **Wastewater Collection and Operations:** The overtime rotation list shall be established on January 1st based on seniority, with the most senior employees being at the top of the list. For the remainder of the year, overtime will be assigned based on who last worked overtime, and who is next on the rotations list.
 4. **Water Utilities:** Where overtime calls are deemed urgent in nature by the manager, the employee closest to the affected place of work will be assigned the overtime. In other cases, overtime will be assigned by the manager. Overtime will be evenly distributed among all utility employees.
 5. **Recreation Services:** The overtime rotation list shall be established on January 1st based on seniority, with the most senior employees being at the top of that list. For the remainder of the year, overtime will be assigned based on who last worked overtime and who is next on the rotation list.
- (d) In the event an employee voluntarily chooses not to work overtime, they will be removed from the overtime list by requesting to do so in writing to their immediate supervisor. An employee will be re-instated to the overtime list after a minimum period of 3 months has passed by requesting to do so in writing. This clause does not preclude the employer from requiring an employee to work overtime in a situation where the employee is required for operational purposes.

- (e) Members who miss overtime during a period of sick leave, WCB or LTD of more than five (5) consecutive days or members on layoff for more than five (5) consecutive days shall not be entitled to make up overtime missed during time off.
- (f) Any employee required to work two (2) hours or more overtime beyond the normal workday, shall be provided with one meal or an allowance of **twenty dollars (\$20.00)** by the Employer for each overtime situation. Employees shall be entitled to a half hour unpaid meals break every four (4) hours during overtime situations.
- (g) Employees called out for four (4) or more hours of unscheduled overtime shall be provided with a **twenty-dollar (\$20.00)** meal allowance. The employee shall not be entitled to a meal allowance if **they** knew of the call out more than eight (8) hours in advance.
- (h) **An Employee called out for eight (8) or more hours of unscheduled overtime shall be provided with a second twenty-dollar (\$20.00) meal allowance.**

14.02 Compensation for Overtime Work

Overtime rates shall apply for work as follows:

- (a) On a regular work day - time and one half (1½).
- (b) On a regularly scheduled day off - time and one half (1½) for the first day of rest and double time (2x) for the next consecutive day(s) of rest and Holidays.

14.03 Call-Back

Call-back time shall be divided in the same manner as overtime pursuant to Article 14.01 b(1). Payment for call backs shall be at time and one-half (1 1/2) or double time (2x) time in accordance with Article 14.02. The minimum call back duration shall be 2 hours, at the applicable overtime rate. Any additional call-backs or overtime calls received within the original call-back duration shall be considered a continuation of overtime and shall not be considered new calls.

14.04 Time Off in Lieu of Overtime

- a) Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate at a mutually agreeable time. **Time off in lieu of overtime may be granted after all but one (1) week of the employee's vacation has been submitted and approved by the Employer and will be subject to operational needs.** Up to five (5) days of lieu time may be carried forward to the following year.

- b) Employees may utilize a maximum of 80 hours of Time in Lieu as time off in any given calendar year. Any Time in Lieu banked beyond 80 hours will be paid out at the request of the employee but no later than December 31 of the year in which the Time in Lieu was banked.
- c) **Prior to April 30th, lieu time may be submitted and approved by the Employer and will be subject to operational needs.**

†4.05 Stand-By Pay

Where an employee is occasionally required by the Employer to be on stand-by, i.e. immediately available by phone, they shall be paid **fifty-two dollars (\$52.00)** per regularly scheduled work day and **seventy-eight dollars (\$78.00)** for holidays and regularly scheduled days off. **Standby shall be based on operational needs with the understanding that if no senior employee(s) agree to accept the standby, and if no mutually agreeable arrangements can be made with the manager or supervisor, that the employee(s) with the least seniority will be required to work if the work is deemed necessary for continued operations of the Municipality.**

Wastewater facility personnel who are on standby shall not take vacation or lieu time unless they have arranged a mutual agreement with other Wastewater Facility personnel to cover standby responsibilities at no additional cost to the Municipality.

14.06 After Hours Monitoring and Plant Control

Employees who are scheduled to conduct after hours remote monitoring and plant control shall be compensated with time off in lieu at a time-for-time for any time worked, with the minimum compensation being one (1) hour of time in lieu per instance. Employees who respond remotely after hours to address alarms or unscheduled process changes shall be compensated with time off in lieu for any time worked, with the minimum compensation of time in lieu. This time off in lieu is in addition to any standby pay being received. In cases where employees are required to return to the workplace, overtime rates for call-backs will apply.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.01 Appointment of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Shop Stewards, whose duties shall be to assist any employee whom the Shop Steward represents in preparing and presenting their grievance in accordance with the Grievance Procedure.

15.02 Settling of Grievances

Should a dispute arise between the Employer and any employee(s) or the Union regarding the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral, or where an allegation is made that this Agreement has been violated, such dispute shall be settled without interruption of the Employer's business. A grievance shall not be filed until the subject matter of the grievance is first discussed orally between the supervisor, and the employee(s) involved with a view to resolving the dispute. At the request of the employee(s), the Steward may be present during the discussion with the supervisor. Any agreement reached will be documented and signed by all parties within five (5) working days of the discussion.

The following is the method for dealing with grievances:

At each step in the grievance procedure, the issue(s) shall be presented in writing, specifying the particulars of the grievance, the article(s) of the Agreement in question and the remedy sought.

Step 1

The grievance shall be presented in writing by the Union to the departmental Director within ten (10) working days after the response from the Supervisor. The Director may ask for verbal clarification on the grievance from the Employee(s) concerned or the Union and to discuss all issues relating to the grievance. The Director shall have ten (10) working days in which to reply to the grievance.

Step 2

Failing a satisfactory settlement of the grievance at Step 1, the Union will, within ten (10) working days of the response at Step 1, submit the grievance to the Director of Corporate Services. The Director of Corporate Services may ask for verbal clarification on the grievance from the Employee(s) concerned or the Union and to discuss all issues relating to the grievance. The Director of Corporate Services shall have ten (10) working days in which to reply to the grievance.

Step 3

Failing a satisfactory settlement of the grievance at Step 2, the Union will, within ten (10) working days of the response at Step 2, submit the grievance to the Chief Administrative Officer. The Chief Administrative Officer will make every effort to meet with the Union to discuss the issues relating to the grievance prior to rendering a decision. The Chief Administrative Officer shall have ten (10) working days in which to reply to the grievance unless the Chief Administrative Officer, in **their** sole discretion, believes that **they** requires authority from Municipal Council in camera or Council Committee in camera in which case the Employer shall have three working days following the next regularly scheduled meeting in which to reply to the grievance. The Union shall not be entitled to be present or to participate in any such Council or Council Committee meeting.

Step 4

Failing a satisfactory settlement of the grievance at Step 3, the Union will have ten (10) working days, to notify the Employer in writing of its intention to refer the dispute to arbitration. The Union shall have thirty (30) working days to initiate arbitration proceedings as outlined in Article 16. Failure to do so shall deem the grievance to be automatically dismissed.

15.03 Union Grievance

The Union and its representatives shall have the right to originate a Union grievance, other than through its Steward, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

15.04 Employer Grievance

The Employer shall have the right to originate a grievance.

Step 1

In such instances the Employer shall submit its grievance to the Union, which grievance shall be submitted—within ten (10) working days of the Employer becoming aware of the alleged facts giving rise to the cause of complaint.

Step 2

The Union shall have ten (10) working days in which to reply in writing to the said complaint.

Step 3

Failing a satisfactory settlement being reached, the Employer may, on giving ten (10) days notice in writing to the Union of its intention to refer the dispute to arbitration.

15.05 Replies to be in Writing

Replies to grievances shall be in writing at Step 2 and beyond.

15.06 Representatives of Union and Employer

It is recognized by the parties that either party may be represented by persons from outside the bargaining unit or persons not employed by the Employer at any stage.

15.07 Time Limits and Technical Objections

No grievance shall be defeated or denied by any formal or technical objection with the exception of the time limits identified in Step 2 of Article 15.02 and Step 1 of Article 15.04, which are mandatory.

15.08 Any grievances against the Supervisor/Manager will be filed with the Director of the Department at Step 1.

ARTICLE 16 – ARBITRATION

16.01 Single Arbitrator

Except when the parties agree to a three-member Board of Arbitration, a single arbitrator shall be appointed. Such single arbitrator shall have all the rights and powers of a Board of Arbitration. Each party shall pay one-half (½) of the fees and expenses of the arbitrator.

16.02 Grievance Proceeding to Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail or personal delivery addressed to the other party of this Agreement indicating the name of a proposed arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) working days of requesting the submission of a grievance, the appointment shall be made by the Minister of Labour upon the request of either party. Once an arbitrator is agreed to, dates for a hearing shall be confirmed within 90 days from the date of an acceptance of the arbitrator. Notwithstanding article 15.07, should the Union fail to agree to dates within ninety (90) days, without an express waiver from the Employer, the grievance shall automatically be dismissed. Should the Employer fail to agree to dates within ninety (90) days, without an express waiver from the Union, the grievance shall automatically be upheld.

16.03 Three-Member Boards

If the parties have agreed to a three-member Arbitration Board, the nominee of each party to a Board shall appoint a Chair and if the two appointees fail to agree upon a Chair within ten (10) days of their being appointed, the appointment of the Chair shall be made by the Minister of Labour, upon the request of either party. The decision of the majority shall be the decision of the Board. Where there is not a majority decision, the decision of the Chair shall be the decision of the Board. Each party shall pay one half of the fees and expenses of the Board Chair and shall pay the fees and expenses of its own appointee.

16.04 Presenting Evidence

The arbitrator or Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within fifteen (15) days from the time the arbitrator or Board Chair is appointed.

16.05 Decision

The decision of the arbitrator or Board shall be final and binding and enforceable on all parties, and may not be changed. The arbitrator or Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decisions contrary to the provisions of this Agreement. However, the arbitrator or Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable, provided that it does so in accordance with the principles of natural justice.

16.06 Clarification of Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the arbitrator or Board Chair to clarify the decision.

16.07 Access to Witness and Premises

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 17 - DISCHARGE, SUSPENSION AND DISCIPLINE

17.01 Discharges

- (a) An employee who has completed **their six (6) month** probationary period may be dismissed but only for just cause. When an employee is discharged or suspended such employee shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.
- (b) The value of progressive discipline, with a primary objective of correction rather than punishment, is recognized by both parties. Nothing in this paragraph shall be interpreted in a manner that limits the rights of the Employer in evaluating the suitability of an employee during a probationary period, or in a manner that precludes summary discipline or discharge where warranted by the circumstances.

17.02 Unjustly Discharged or Suspended

An employee considered by the Union to be wrongly or unjustly discharged or suspended shall be entitled to pursue the Grievance Procedure and to omit Step 1 of that procedure.

17.03 Record of Employee

The Employer shall notify an employee in writing of any matter giving rise to disciplinary action within ten (10) working days of the Employer learning of the matter. This notice shall include particulars of the work performance which led to the discipline. If this procedure is not followed, such discipline shall not become part of **their** record for use against **them** in regard to discharge, discipline, promotion, demotion or other related matters. This Article shall be applicable to any complaint or accusation resulting in disciplinary action whether or not it relates to the employee's work. The employee shall have the right to reply to the Employer's complaint, accusation or expression of dissatisfaction and **their** reply shall become part of **their** employment record.

The disciplinary record of an employee shall not be used against **them** at any time after twenty-four (24) months following such disciplinary action if the employee has not received any further discipline during that time.

17.04 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, the grounds of discharge or discipline shall be limited to the grounds stated in the discharge or discipline notice to the employee.

17.05 Right to Have Steward Present

- (a) It is recognized the Employer has the right to discipline, suspend, or discharge for just cause. An Employee may request the right to have a shop steward or other executive member present during an investigation meeting which may lead to discipline or during the imposition of discipline, suspension or discharge. The Employer shall make every reasonable effort to accommodate this request. The Employer shall inform the Employee of this right and give **them** reasonable time to arrange for the shop steward or executive member to be present following which the meeting will occur. The Employer will give the Union **and the employee** six (6) hours' notice of any disciplinary meeting.
- (b) Prior to the imposition of discipline, suspension, or discharge, the Employee shall be notified of the reasons and grounds for action.
- (c) The Employer may allow an Employee to continue **their** employment throughout the grievance and arbitration period, unless suspended.
- (d) When necessary, the Employer may require an Employee to be suspended with pay while investigating disciplinary matters.

- (e) An arbitrator may order a record of discipline for a specific incident removed from an Employee's file as a result of the Employer's failure to comply with the procedures of Article 17.05 for that specific incident.

17.06 Personnel Records

An employee, with advance notice of twenty-four (24) hours, shall have the right to have access to and review their personnel record, provided however that the Employer may take reasonable steps to safeguard the integrity of the record.

In the event the employee disagrees with the accuracy of information contained within their personnel record they may request the insertion of a statement of reply.

An employee shall have the right to request copies of any material contained in their personnel record.

17.07 Use of Demotion as Discipline

Demotion shall not be used as a disciplinary measure. Unsuccessful completion of a probationary period or of an assessment period pursuant to Article 18.03 resulting in an employee's reinstatement to a previously held position shall not be deemed to be a disciplinary measure for purposes of this Article.

ARTICLE 18 - SENIORITY

18.01 Seniority Defined

Seniority is defined as the length of service with the Employer and shall be used as a factor determining preference or priority for promotions, transfer, demotions, lay-offs, recall and reduction in work force. In regards to promotions, seniority shall be a subordinate factor to employee suitability and aptitude but, in the event two candidates for promotion are equal in suitability and aptitude, seniority shall govern. Seniority shall operate on a site-by-site basis at the following sites:

- (1) Balefill.
- (2) All other.

In the event two or more employees commenced employment on the same date and continue to have equal seniority, **their position on the seniority list shall be determined by random draw in the presence of the Union.** Length of service shall be based upon the equivalent of months consisting of consecutive 40-hour work weeks such that part-time employees and full-time term employees shall have their length of service adjusted to reflect discontinuous service and part-time service, save and except that full-time term employees shall be deemed to have worked for 40 hours during each week of work for the Employer.

18.02 Seniority List

The Employer shall maintain a seniority list for each site showing the number of months of service. An up-to-date seniority list showing seniority as at December 31 of the previous calendar year shall be sent to the Union and posted on all bulletin boards by January 31 each year. Employees and the Union shall have until February 28 to make a request in writing to the Employer to amend such list. If no such request is made to the Employer, the posted seniority list shall be deemed conclusively to accurately reflect seniority as at December 31 of the year previous. If such a request is made the Employer may amend such list by March 10 and the amended list shall be posted as the Employer's final list and a grievance from such final list or from the Employer's refusal to amend its list may be taken in accordance with the procedure contained in Article 15. If no grievance is taken from the Employer's final list, it shall be deemed conclusively to accurately reflect seniority as at December 31 of the year previous.

18.03 Probation and Assessment

A newly hired employee shall be on probation for a period of six (6) months. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement, except as expressly limited herein. After completion of the probationary period, seniority shall be effective from the original date of employment, except for any period employed in a casual position. At least one probationary review report shall be done prior to the end of the probationary period.

Existing employees, in either a lateral move or a promotion shall be on assessment with respect to their new position for a period of six (6) months, during which time the employee shall be entitled to all rights and benefits of this Agreement for the position to which the employee has been promoted except as expressly limited herein. At least one assessment review report shall be done prior to the end of the assessment period. In the case of an unsatisfactory report(s) or the initial period of assessment is considered insufficient to assess suitability of the employee, the Employer, in consultation with the Union, may extend the assessment period to a maximum of three (3) months. In the event that an employee does not successfully complete the assessment period, or if the employee is unable or unwilling to continue to perform the duties of their new position, **they** shall be returned to their former position without loss of seniority. Any other employee promoted or transferred because of the rearrangement of position shall also be returned to their former position without loss of seniority. In the event that a position is no longer available for an employee to return to every opportunity will be made to ensure the employee maintains a position similar to the position held prior to the assessment period. If the employer is unable to provide a similar position with the same hours to the employee then the employee will become a part-time employee that maintains seniority rights under this collective agreement section 22.02. No Unionized member be it full-time, Full-time term, or Part-time will return to a casual position.

In assessing whether a probationary employee or an employee on assessment for a new position has successfully completed their probation or assessment the Employer will act in good faith, but is otherwise free to make its own determination of the employee's suitability for the position, which determination is not reviewable by an arbitrator or Board. In the event of a grievance in which a probationary employee or an employee on assessment is found to have been wrongfully discharged or wrongfully to have been denied the successful completion of the assessment period in regards to a position to which **they** have been promoted, the arbitrator or Arbitration Board may direct the Employer to provide an additional period of probationary employment or employment on assessment but may not, without the Employer's consent, direct the Employer to hire or promote the employee on a permanent basis.

18.04 No Loss of Seniority on Approved Leave

Except as provided in this Agreement, an employee shall not lose seniority rights, if **they are** absent from work because of sickness, disability, accident, lay-offs, or leaves of absence approved by the Employer, except in the event of a leave of absence agreed to by the employee and the Employer on the expressed condition that some or all of the period of the leave of absence be subject to forfeiture of seniority rights.

18.05 Loss of Seniority

Established accumulated seniority shall not be subject to forfeiture by an employee unless:

- (a) **They** quit or resigns their employment.
- (b) **They are** discharged for just cause and not reinstated.
- (c) **They are** suspended for just cause, in which event the loss of seniority shall be for the period of suspension.
- (d) **They have** exceeded 95 sick leave days banked, and is on related long term disability or non paid sick leave, in which event the loss of seniority shall be for the period of disability or sick leave. For the purposes of this clause, Workers Compensation leave does not apply.
- (e) That **they are** laid-off for a period of longer than one year and fails to report every six (6) months by registered mail to the C.A.O. of the Employer, notifying the C.A.O. of their current address.
- (f) **They** fail to return to work within seven (7) working days after recall notice is given to **them** personally or by registered mail to **their** last address on file with the Employer. It shall be the responsibility of the employee to keep the Employer notified of their current address.

(g) **They are** absent from work for any cause for a period in excess of two years.

18.06 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 unit, but will not accumulate any further seniority except in the event of returning to their former position during the assessment period of six (6) months, in which event the employee shall not lose seniority for the period in which **they are** not in the bargaining unit. If an employee returns to the bargaining unit **they** shall be placed in a job consistent with their seniority. Any other employee promoted or transferred because of the rearrangement of their positions shall also be returned to their former position and wage rate without loss of seniority.

ARTICLE 19 - LIABILITY OF EMPLOYEES

19.01 Insurance on Employer Vehicles

The Employer will obtain and keep at its cost insurance in the amount of at least 2 million with respect to public liability and property damage occasioned in the operation of its motor vehicles by employees acting within the scope of their authority and in the course of their employment.

19.02 Legal Act

The Employer will indemnify and save harmless all employees performing any legal act within the scope of their authority and in the course of their employment.

ARTICLE 20 - LAY-OFFS, RECALLS AND REDUCTION OF THE WORK FORCE

20.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the work force, a reduction in the regular hours of work as defined in the Agreement, or a reduction in the designation of a position from regular full-time to regular part-time or from a regular position to a casual one.

20.02 Role of Seniority in Lay-Offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority at the site. An employee about to be laid off may bump any employee with less seniority, and providing the employee exercising the right is qualified to perform the work of the employee with less seniority. A full time

employee may bump another full time, full time term, part time or casual employee, provided they have more seniority. However, a full time term, part time or casual employee shall not bump a full time employee regardless of seniority.

20.03 Grievance on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 21 - PROMOTIONS AND STAFF CHANGES

21.01 New Positions

(a) **Vacancies**

When a new position is created by Municipal Council, or when a vacancy is declared by Municipal Council, the Employer shall notify the Union in writing and post notices of the position on bulletin boards at the Balefill in the case of jobs at the Balefill and at the Municipal buildings and the Central Colchester Waste Water Treatment Plant in the case of other jobs for a minimum of one week so that employees may know of the vacancy or a new position. Positions shall be posted within one (1) week of the declaration of vacancy by Municipal Council. Except where otherwise stated this Article applies to all positions within the bargaining unit.

(b) **Qualifications**

For the purpose of this Article, qualifications and requirements shall mean those qualifications and requirements determined by the Employer to be necessary or desirable to best perform the job functions and shall be set forth in the job posting.

21.02 Job Posting

A posted notice shall contain at least the following information: nature of position, required qualifications, required knowledge and education, skills, hours of work, and wage rate.

21.03 Balefill Jobs

With respect to hiring at the Balefill site, the employees will be hired in accordance with the Host Community Compensation ("HCC") Agreement and nothing in this Collective Agreement shall be interpreted as amending or superseding the HCC Agreement.

21.04 Outside Advertising

- (a) The Municipality will post vacant positions internally in accordance 21.01 (a) of the Collective Agreement. For positions within the Bargaining Unit, the Municipality will process Union applicants first. When the Municipality advertises externally at the same time it posts internally as referenced in Article 21.04 (b), Union applicants will be processed first, before proceeding to external applicants.
- (b) No outside advertisement for any vacancy shall be placed unless the vacancy is also posted internally. In all other respects, except as noted in Article 21.04 (a), the Employer may, in its sole discretion, carry out such advertising as it deems appropriate.

21.05 Principles Affecting Hiring and Promotions

- (a) Both parties recognize the following principles, listed in order of priority:
 - 1. the principle that the Employer shall have the right to hire people whose qualifications, experience and character makes them most suitable for the position which is sought to be filled;
 - 2. the principle of promotion within the service of the Employer at the site, such that, where two or more persons are equally suited to occupy a position at a site, preference shall be given to an existing employee of the Employer at that site.
 - 3. the principle that job opportunity should increase in proportion to length of service, such that where two or more persons are equally suited to occupy a position, preference shall be given to applicant with the greatest accumulated seniority.
A person who is not a member of the bargaining unit shall not be appointed or promoted over employees covered by this agreement if there is an employee who is a member of the bargaining unit covered by this agreement who has the qualifications and abilities for the job. The qualifications and abilities of any such employee shall be determined by the employer and subject to the grievance and arbitration procedure of this agreement.

This does not apply to non-union positions.

- (b) As a condition of employment, a prospective employee will be required to provide a certificate, at the employee's expense, from a licensed physician certifying that the employee is physically capable of performing the duties of the position.

21.06 Notification of Successful Applicant

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin boards. The union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

21.07 Lower Paid Classification

Any employee covered by the Agreement who is temporarily assigned to another position for which the rate of pay is lower than the rate of pay for such employee's regular position shall receive their regular rate of pay while so employed and not the rate of pay for the temporary assignment.

21.08 Higher Paid Classification

Any employee covered by this Agreement who is temporarily assigned to another position, for which the rate of pay is higher than the rate of pay for such employee's regular position shall receive the higher rate of pay while so employed. Notwithstanding anything in this Article:

- (a) For work crews normally working at varying remote job sites, when a supervisor is separated from the work unit but still on duty, no acting pay will be paid to an alternate, except when the supervisor is inaccessible to the work unit for a complete day of work (e.g. due to attending a course). When the supervisor is not on duty or is inaccessible for a complete day, acting pay in the amount of an additional two dollars and fifty cents (\$2.50) per hour shall be paid to an alternate who is temporarily assigned to replace them, but activities not requiring the presence of a supervisor, such as snow-plowing or mowing, shall be carried out without any person receiving acting pay;
- (b) If a crew consisting of three (3) or more employees is required to work on a specific task at a single remote location, the supervisor may appoint one of the crew members as an acting foreman, with acting pay in the amount of an additional one dollar and twenty five cents (\$1.25) per hour, for that particular task and for the duration of that task provided that the employee so assigned as acting foreman has necessary qualifications to take on the responsibilities of a foreman;
- (c) An employee who is assigned the task of acting supervisor according to 21.08(a) above may not appoint an acting foreman unless such an action and appointment is duly authorised by the supervisor or, in their absence, the Director or their designate;
- (d) At all sites, no acting pay shall be paid for temporary assignments of less than two consecutive hours in duration.

21.09 Training Course

The Employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

Type of course (subjects and material covered)
Time, duration and location of course
Minimum qualifications required for applicant

This bulletin shall be posted for a period of two weeks on Bulletin Boards in all Departments to afford all interested employees an opportunity to apply for such training.

Except where the Union and the Employer have jointly agreed to an Employment Equity plan to address inequities, the qualified applicant with the greatest seniority shall be selected, unless in the reasonable opinion of the Employer, the employee with more seniority has had training, or the opportunity for training, of the same or a similar kind on a previous occasion.

Employees shall not suffer any loss of pay or benefits as a result of leaving work to attend such training.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Conventions, Seminars, Labour Schools

Leave of absence with pay and without loss of seniority shall be granted upon request to the Employer, to any two employees elected or appointed to represent the Union at Union conventions, labour schools or seminars, provided that such leave shall not exceed ten (10) working days in any one year for each such employee.

22.02 Leave Without Pay

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause up to a maximum of 12 months. Such request is to be in writing and approved by the Employer.

22.03 Bereavement Leave: Employees

- (a) When a death in the immediate family occurs, the employee shall be granted **seven (7)** days with pay following the date of death. Immediate family shall include father, mother, spouse, common-law spouse, life partner, brother, sister, son, daughter, father-in-law, mother-in-law,

stepmother, stepfather, stepson, stepdaughter, grandchild, **grandmother and grandfather;**

- (b) When a death occurs to a relative who is not a member of the immediate family, the employee shall be granted **five (5) days** with pay following the date of death. A relative shall include **sister-in-law, brother-in-law, son-in-law and daughter-in-law;**
- (c) When a death occurs to a relative including aunt or uncle, niece or nephew, the employee shall be entitled to one (1) day off;
- (d) When a death occurs to any other relative or fellow employee, or close friend, employees shall be granted time off from work with pay to attend the funeral or visitation (this time off shall not exceed one-half (1/2) day). In cases where the funeral or visitation requires an employee to travel a considerable distance, the employee may be granted additional time off work, not to exceed one day for travelling.
- (e) Any time off shall be approved by the employee's Supervisor;
- (f) An employee may be granted additional special leave to a maximum of seven (7) days with pay for extraordinary circumstances, at the discretion of the C.A.O.

22.04 Time Off for Examination

An employee shall be entitled to leave of absence with pay to a maximum of twenty-four (24) hours and without loss of seniority and benefits to write examinations to up-grade employment qualifications.

22.05 General Leave

- (a) Employees are entitled, on a pro-rated basis, to a maximum of **six (6) days, forty-eight (48) hours per annum** with pay to attend to the care of an immediate family member, **attend medical and dental appointments**, or to handle personal situations that may arise. The approval of General Leave is not an automatic entitlement but is at the discretion of Management. Each individual case will be examined with the context of equality, and the need for sensitivity in individual circumstances will be taken into consideration. **Employees are encouraged to make scheduled medical and dental appointments outside regular working hours.**
- (b) The father of a newborn or adopted child(ren) is allowed one (1) day with pay to attend to the birth or adoption of the child(ren). This time may be taken over two (2) days, split, one-half (1/2) day each. If the day of birth or

the day of adoption falls on a regular day off, the time off with pay shall be taken on the next working day.

- (c) The employee is allowed one (1) day per annum for arrangements regarding a personal move where the employee is changing principal residence.
- (d) Additional days required by the employee with respect to paragraphs (b) or (c) of this provision may be taken with the approval of the Manager.

22.06 Citizenship Leave

An employee, who would otherwise have been at work, shall be granted one (1) day leave of absence with pay to attend swearing-in ceremonies to become a Canadian citizen.

22.07 For employees requiring Class 3 license and who must take a medical, the Employer will be responsible for the full cost of such medical exam and time required up to one and one-half hours to take such examination. The Employer agrees to pay for the Class 3 license with receipt provided upon request.

ARTICLE 23 – MATERNITY LEAVE

23.01 Protection During Maternity

Maternity leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in their employment because of pregnancy. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee shall be entitled to transfer to another position, provided that such position is available and provided they are capable of performing the work and is otherwise entitled thereto by virtue of seniority. **The employee shall provide four (4) weeks written notice to the Employer prior to commencement of Maternity Leave. If the employee cannot give the four (4) weeks' notice of leave because the baby is born early or because of a medical condition, then the Employee must give as much notice as possible.**

23.02 Length of Maternity Leave

Maternity leave shall cover a period up to **sixteen (16) weeks for employees who have given birth.**

23.03 Seniority Status During Maternity Leave

While on the initial maternity leave of up to **sixteen (16) weeks**, an employee shall retain **their employment status** and shall accumulate seniority.

23.04 Benefits During Maternity Leave

- (a) During the initial period of maternity leave of up **sixteen (16) weeks**, the Employer shall continue to pay its share of premiums and shall pay the employee's share of premiums in respect of any hospital, medical, dental, disability and group life insurance program in which the employee participates pursuant to the Collective Agreement or the Employer's personnel manual.
- (b) An employee on maternity **and/or parental** leave continues to earn vacation, while on the initial maternity **and/or parental** leave of up to one year.
- (c) **If an employee does not return to employment after their leave ends, the vacation earned for that year will be forfeited.**
- (d) **If the employee returns to employment, and because of operational needs the requested vacation cannot be granted, the employee's vacation time will be paid out prior to the last pay in December.**

23.05 Procedure upon Return from Maternity Leave

When an employee decides to return to work after maternity leave, **they** shall provide the Employer with at least two (2) weeks notice. On return from maternity leave the employee shall be placed at least in **their former position**. If the former position no longer exists, **they** shall be placed in a position in **their department** of equal rank and value at the same rate of pay.

23.06 Parental Leave

Provincial legislation sets out the eligibility and conditions for an entitlement of:

- (a) **Up to 77 weeks of Parental Leave if an employee does not take Maternity Leave; or**
- (b) **Up to 61 weeks of Parental Leave if an employee also takes Maternity Leave, for a maximum total of 77 weeks of leave. The leaves must be taken consecutively.**

The employee will inform the employer at least **four (4) weeks** before the desired leave of absence, which may be before and/or after the birth.

23.07 Seniority Status During Parental Leave

While on parental leave an employee shall retain their full employment status and shall accumulate seniority.

23.08 Benefits During Parental Leave

During the period of parental leave the Employer shall continue to pay its share of premiums and shall pay the employee's share of premiums in respect of any hospital, medical, dental, disability and group life insurance program in which the employee participates pursuant to the Collective Agreement or the Employer's personnel manual.

23.09 Adoption Leave

Where an employee seeks leave due to adoption the foregoing provisions of parental leave shall apply and shall be available to an adoptive mother or father.

23.10 Procedure upon Return from Parental Leave

- (a) When an employee decides to return to work after parental leave, they shall provide the Employer with at least two (2) weeks' notice. On return from parental leave the employee shall be placed at least in their former position. If the former position no longer exists, they shall be placed in a position in their department of equal rank and value at the same rate of pay.**
- (b) If a newly arrived child must be hospitalized for more than one week, the employee can return to work and use the rest of the parental Leave after the child is released from the hospital.**

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

24.01 The rate of pay for any position in the bargaining unit which may be established, or substantially altered, during the life of this Agreement and which is not covered by Appendix "A" shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the new position, the rate set by the Employer shall remain in effect until such time as the matter is arbitrated. The rate shall be retro-active to the date of commencement in or the alteration of the position.

24.02 The employer shall forward future job descriptions for any new classifications and/or any modification of existing job descriptions to the Union in a timely manner.

ARTICLE 25 - PENSION PLAN

- 25.01 (a) **The Municipality of Colchester shall participate in the Public Service Superannuation Pension Plan (“PSSP”). Local 3945 members shall participate in the Plan as members subject to eligibility and other rules of the PSSP.**
- b) **Upon commencing employment as a full-time or part time employee, all Local 3945 members will participate in the PSSP.**
- c) **The Municipality will not move to an alternative pension plan without agreement from the Union.**

ARTICLE 26 – CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT

26.01 All employees covered by the Agreement shall be furnished with safety clothing. **All items under this Article must be purchased by the Employer for the employee or be pre-approved by the Employer for purchase by the employee.**

26.02 Hard hats and other safety equipment will be worn, as directed, by any employee visiting a Municipal site where safety equipment is normally worn.

26.03 The following are considered safety clothing and safety equipment items:

- Safety boots (minimum CSA grade 1)
- Rubber boots (steel-toed)
- Coveralls and/or overalls (four pairs total of insulated or non-insulated as requested by the employee)
- Leather, cotton or rubber gloves
- Earplugs/hearing protection
- Hard hats
- **High-visibility non-insulated rain suit**
- Safety glasses
- Respirators
- **High-visibility insulated rain suit or high-visibility winter coat or high-visibility insulated coveralls**
- Other safety equipment and clothing (as required by the Nova Scotia Occupational Health and Safety Act or the relevant OHS Joint Committee) that is not designated for specific individual use.

26.04 The Employer shall cover the full cost of all clothing and equipment with the following exceptions:

Safety Boots: The Employer will contribute to a maximum of **three hundred dollars (\$300.00)** in a calendar year, provided the employee brings in the receipt. The Employer, in its sole discretion may authorize the purchase of an additional pair of boots.

Compost Facility

Employees working at the Compost Facility are required to have two (2) pairs of mandatory safety footwear at the site. One pair of specialized Chemical resistant steel toe rubber boots to be left onsite due to possible contamination and the other to be worn throughout the remainder of the workday outside the Compost Facility. The Employer will contribute to a maximum of **three hundred dollars (\$300.00)** in a calendar year for each pair of boots required at this facility.

Prescription Safety Glasses: The Employer will contribute a maximum of **two hundred dollars (\$200.00)** once every two (2) years, provided the employee brings in the receipt. Casual staff will be eligible for the prescription safety glasses allowance after they have worked a minimum of three (3) months.

ARTICLE 27 - INCLEMENT WEATHER PAY

27.01 In the event weather is unsuitable for outside work, employees shall, subject to emergencies, work under shelter at such employment as may be available. If such sheltered employment is not available all employees covered by this Agreement who work four (4) or more hours in any day and are then unable to perform any more work during such day due to inclement weather and being dismissed for the remainder of the day shall be entitled to and shall be paid for the full day at the prevailing rate of pay.

27.02 **In the event the municipal office at 1 Church Street closes and employees are sent home with pay, employees providing services on that day will receive time and one-half (1½) for all hours worked beyond the closure.**

ARTICLE 28 - JURY DUTY AND WITNESS APPEARANCE

28.01 (a) The Employer shall grant leave of absence without loss of seniority and benefits to an employee who serves as a juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service, excluding payment for

travelling, meals, or other expenses. The employee will present proof of service and the amount received.

- (b) Time spent by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is 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. The Employer shall pay travelling, meals or other expenses to the employee, less any payment received for witness appearances.

ARTICLE 29 - HEALTH AND SAFETY

29.01 Occupational Health and Safety

The Employer shall be bound by Provincial Occupational Health and Safety legislation, including provisions requiring the establishment of an occupational health and safety committee and provisions in respect to the right to refuse work considered unsafe or hazardous.

29.02 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the Employer.

29.03 CPR Training

The Employer will make available to a sufficient number of employees the opportunity to attend an accredited Cardio Pulmonary Resuscitation (CPR) course. Such employees shall not suffer any loss of pay or benefits as a result of leaving work to attend such courses.

29.04 First Aid Kits

A First Aid Kit shall be supplied by the Employer to each mobile unit of employees and in other appropriate locations of the Employer.

29.05 Health and Safety Education

Two (2) Union representative on the Occupational Health and Safety Committee shall be eligible to attend educational courses sponsored by the Union for instruction and upgrading on health and safety issues, without loss of pay or benefits to a maximum of sixteen (16) hours each or thirty-two (32) hours in total per calendar year, subject to Employer approval.

ARTICLE 30 - NO STRIKE OR LOCKOUT

30.01 The Union agrees that there shall be no strike during the term of this Agreement and the Employer agrees that there shall be no lockout of the members of the Union during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the Trade Union Act.

ARTICLE 31 - GENERAL CONDITIONS

31.01 Mealtime and Clothing Change

Accommodation shall be provided for employees to have their meals and provisions for reasonable locker space to store and change their clothes.

31.02 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

31.03 Personnel Records

The Personnel records of an employee or former employee shall not be shared in any manner with any other employee or agency without the prior consent of the employee concerned.

ARTICLE 32 - PRESENT CONDITIONS AND BENEFITS

32.01 All rights, benefits, privileges, obligations and duties contained with the Employer's personnel manual shall continue to be enjoyed insofar as they are consistent with this Agreement, but may be modified by the Employer, with advance notice to the Union, except to the extent that such modification conflicts with this Agreement.

ARTICLE 33 - INVALIDITY OF PORTION OF AGREEMENT

33.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, such portion shall be severed and struck out and the entire Agreement shall not be invalidated and the other rights, privileges and obligations of the parties shall remain in existence.

ARTICLE 34 - AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION

34.01 Fair Treatment

The parties recognize that in the event of an amalgamation with any other municipal body corporate, the Employer may not have the ability to control the conditions of employment of the employees. The Employer undertakes to use its best efforts to see that its employees are not discriminated against, relative to employees of other municipal units and undertakes to request the fair and equitable treatment of its employees in connection with such merger or amalgamation.

34.02 Severance Pay

An employee shall be given at least sixty (60) days actual notice and severance pay in an amount at least equal to two weeks per year of service if the Employer amalgamates or merges with another municipal unit and the Employer is unable to provide work for a displaced employee at the same regular rate of pay in a comparable class of work.

34.03 Portability

When an employee of the Employer transfers to another employer within the province, the Employer shall use its best efforts to place with the new employer the pension, and seniority standing to the credit of the employee, where applicable.

ARTICLE 35 - CONTRACTING OUT OF SERVICES

35.01 In the event the employer contracts out services that are currently being carried out by members of the bargaining unit, the employer agrees:

- (a) To provide a minimum of 60 days notice of termination to affected members of the bargaining unit;
- (b) To provide the opportunity to the Union to appear before Council before a final decision is made regarding contracting out of services that are currently being carried out by members of the bargaining unit;
- (c) To provide to each affected member of the bargaining unit who is terminated as a result of the contracting out of services and who has not, prior to the termination date, been offered employment by the contractor, severance pay in an amount equal to 2 weeks for each year of continuous service of the employee with the Municipality, which severance pay shall be inclusive of any statutory severance pay obligations of the employer.

ARTICLE 36 – TECHNOLOGY CHANGE PROTECTION

36.01 In the event the Employer implements a new technology that will create significant changes in work process and job duties, the Employer will make every reasonable effort to the best of its ability that:

- a) Current Employees are trained for new work duties related to the new technology. The cost for training will be at the expense of the Employer;
- b) No additional employees shall be hired by the Employer until employees affected by the change have been notified of the proposed technological or other change and allowed a reasonable training period of six months to acquire the necessary knowledge or skill to retain their employment, unless the manufacturer of the technology advises more time is required for training.
- c) Affected employees on lay-off will be notified of the proposed technological change or other change so they may acquire the necessary skill or knowledge to retain their employment.
- d) An employee who is rendered redundant or displaced from their job as a result of technological change shall be given an opportunity to fill any vacancy for which **they have** seniority and which **they are** able to perform with a reasonable training period of six months. If there is no vacancy, **they** shall have the right to displace employees with less seniority, provided **they are** qualified and able to perform the job.
- e) All new classifications or positions created as a result of technological change or current job classifications which are changed as a result of technological change shall be automatically included in the bargaining unit unless the Union and the Employer mutually agree to exclude them.

36.02 The Employer agrees to notify the Union whenever possible no less than nine (9) months in advance of any technological change within the Bargaining Unit. The Union shall be notified in writing of the following:

- a) the nature of the technological change;
- b) the date such change is expected to take place;
- c) the expected number and classification of the employees likely to be affected by the technological change;

ARTICLE 37 - DURATION AND TERMINATION OF AGREEMENT

37.01 Duration

This Agreement shall be binding and remain in effect from July 1, 2022 to June 30, 2025, and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least three (3) months prior to June 30 in any year that it desires to amend or replace this Agreement.

ARTICLE 38 - CHANGES IN AGREEMENT

38.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement provided they are made in writing and signed by the President and Secretary of the Union and by the C.A.O. and the Mayor of the Employer.

ARTICLE 39 - NOTICES

39.01 Notices to be effective must be in writing and served in the following manner:

- (a) If given by the Employer, it must be served either by personal service or registered mail upon the President or Secretary of the Union.
- (b) If given by the Union, it must be served either by personal service upon the C.A.O. or by registered mail upon the Employer.

39.02 In the event a notice to amend or negotiate a new Collective Agreement is served pursuant to Article 34.01, the Union and the Employer shall each be entitled to three (3) representatives on a Bargaining Committee and each party shall identify its representatives in writing within two (2) weeks of such notice being served.

ARTICLE 40 - BINDING EFFECT

40.01 This Agreement and everything contained herein will ensure to the benefit of and be binding upon the parties hereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals the day and year first above written.

DATED this 28 day of February A.D., 2023

SIGNED, SEALED AND DELIVERED

in the presence of:

THE MUNICIPALITY OF THE COUNTY OF COLCHESTER

Per: Kelly Anne McCarley Witness
Per: Christine Laird Mayor
Per: Bob Smith C.A.O.

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3945

Per: Kelly Anne McCarley Witness
Per: Corey Reid President
Per: William MacKenzie Secretary

LETTER OF UNDERSTANDING

Between:

Municipality of the County of Colchester
(the "Employer")

-and-

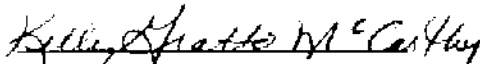
Canadian Union of Public Employees, Local 3945
(the "Union")

RE: EMPLOYMENT INSURANCE REBATE

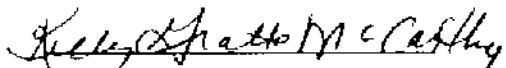
The parties agree that sixty (60) days after the signing of this agreement, the employer will make application to Service Canada for eligibility of the Employment Insurance Rebate.


Should the Employer be successful in their application to receive the Employment Insurance Rebate, they will meet with the Union Executive to discuss the local's portion of the rebate and where it is to be applied.

DATED at Colchester, Nova Scotia, this 28 day of February, 2023.


Witness


Municipality of the County of Colchester


Witness


Canadian Union of Public Employees
Local 3945

LETTER OF UNDERSTANDING

Between:

**Municipality of the County of Colchester
(the "Employer")**

-and-

**Canadian Union of Public Employees, Local 3945
(the "Union")**

RE: SUMMER HOURS OF OPERATION

The parties agree to the following regarding summer hours of operation:

1. Notwithstanding Article 9 of the Collective Agreement, the Employer will allow a one (1) year trial of amended summer hours proposed by the Union for Wastewater Collection and Recreation Services.
2. The trial period will last from May 1st to October 31st, of 2023.
3. The trial period will have hours of operation starting at 7:00am and ending at 3:30pm, with an unpaid lunch.
4. November 1st the hours of operation will revert to hours as outlined in Article 9 of the Collective Agreement.
5. Prior to December 31, 2023, a labour management meeting will be held to discuss the results of the trial period on operations. Management's position will be communicated both verbally at the meeting and in writing to the Union.
6. Provided Management is satisfied that the trial period will not impact operations, and provided the Union wishes to implement the trial hours for the remaining duration of the Collective Agreement, the Parties will agree to continue with the trial period hours as outlined in this Letter of Understanding for the remainder of the Collective Agreement.

.../2

The Letter of Understanding is incorporated as part of the July 1,
2022 agreement.

DATED at Colchester, Nova Scotia, this 28 day of February, 2023.

Kelly Hatten McCarthy
Witness

Rob Smith
Municipality of the County of Colchester

Kelly Hatten McCarthy
Witness

Rory Reid
Canadian Union of Public Employees
Local 3945

LETTER OF UNDERSTANDING

Between:

Municipality of the County of Colchester
(the "Employer")

-and-

Canadian Union of Public Employees, Local 3945
(the "Union")

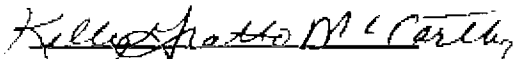
RE: WASTEWATER CLASSIFICATIONS


The Parties agree upon signing of the Collective Agreement that two (2) existing Wastewater Treatment Maintenance Workers will be reclassified into the position of Wastewater treatment Maintenance Technician, and that all three (3) Wastewater Treatment Maintenance Technicians will be grandfathered into the position regardless of any changes that will be made going forward to the job description.

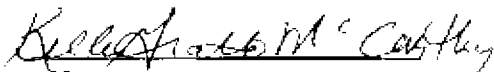
The Parties agree that:

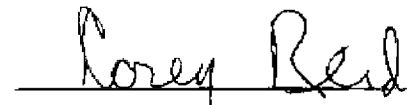
1. Reclassification will be retroactive to the starting date of this agreement.
2. An updated job description will be provided to the Union for the Wastewater Treatment Maintenance Technician position.
3. This Letter of Understanding is incorporated as part of this agreement.

DATED at Colchester, Nova Scotia, this 28 day of February, 2023.


Witness


Municipality of the County of Colchester


Witness


Canadian Union of Public Employees
Local 3945

SCHEDULE 'A'

	GROUP RANK	Rate July1/21	Rate July1/2022 (5.5%)	Rate July1/2023 (5%)	Rate July1/2024 (3%) or COLA whichever is greater
Heavy Equipment Mechanic	5	26.11	27.55	28.93	29.80
Wastewater Treatment Plant Process Technician/Maintenance Technician	5				
Level 3 Certificate		29.76	31.40	32.97	33.96
Level 2 Certificate		28.44	30.00	31.50	32.45
Level 1 Certificate		26.78	28.25	29.67	30.56
In Training		26.11	27.55	28.92	29.79
Compost Technician	5				
Level 1 Certificate		26.78	28.25	29.67	30.56
Baler Operator	4	24.96	26.33	27.65	28.48
Scalehouse Operator	4	24.96	26.33	27.65	28.48
Water (Utility Service) Worker	4				
Level 3 Certificate		28.61	30.18	31.69	32.64
Level 2 Certificate		27.28	28.78	30.22	31.13
Level 1 Certificate		25.62	27.03	28.38	29.23
In Training		24.96	26.33	27.65	28.48
MEO-Bale Area	3	24.18	25.51	26.79	27.59
MEO-Tipping Floor	3	24.18	25.51	26.79	27.59
Compost Operator	3	24.18	25.51	26.79	27.59
MEO-Bale Floor	3	24.18	25.51	26.79	27.59
MEO-Bale Transport	3	24.18	25.51	26.79	27.59
MEO – Public Drop off	3	24.18	25.51	26.79	27.59
Wastewater Collection (Public Works) Maintenance Worker	3				
Level 3 Certificate		27.82	29.35	30.82	31.74
Level 2 Certificate		26.56	28.02	29.42	30.30
Level 1 Certificate		24.83	26.20	27.51	28.33
In Training		24.18	25.51	26.79	27.59
Recreation Services					
Parks & Trail Maintenance Operator	3	24.83	26.20	27.51	28.33
Parks & Trail Maintenance Worker	3	24.18	25.51	26.79	27.59
Utility Worker	2	22.64	23.89	25.08	25.83
Grounds Maintenance Utility Worker	2	22.64	23.89	25.08	25.83
Compost Utility Worker	2	22.64	23.89	25.08	25.83
Custodian	1	20.69	21.83	22.92	23.61
Janitor	1	20.69	21.83	22.92	23.61
Cleaner	1	20.69	21.83	22.92	23.61

dln/cope491