

Collective Agreement

- Between -

TOWN OF PICTOU

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 281**

April 1, 2022 – March 31, 2026

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THIS AGREEMENT made this 7 day of June, 2023.

BETWEEN:

TOWN OF PICTOU
hereafter called the "Employer"

Party of the First Part

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 281
hereafter call the "Union"

Party of the Second Part

PREAMBLE

Whereas it is the intention and purpose of the parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Town, the Employees and the Union, to improve the quality of the Public Service of the Town and to promote the well-being and the increased productivity of its Employees to the end that the people of the Town will be well and efficiently served; accordingly, the parties hereto set for the certain terms and conditions of employment affecting Employees covered by this Agreement.

ARTICLE 1 – PURPOSE

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

Now, therefore, the parties agree as follows:

ARTICLE 2 – DEFINITIONS

- 2.01 "Bargaining Unit" means the Employees covered by the Certification Order No. 4323 issued by the Nova Scotia Labour Relations Board.
- 2.02 "Classification" means the position an Employee holds, as listed in Schedule 'A' of this Agreement.

- 2.03 "Employee" means any person in the Bargaining Unit who is employed by the Employer for remuneration but does not include Casual Employees.
- 2.04 "Employer" means the Town of Pictou.
- 2.05 "Full-Time Employee" is an Employee who has been in the employ of the Employer in the Bargaining Unit and who has completed the probationary period and who is working the regular hours of work established as per Article 16.00.
- 2.06 "Seasonal Part-Time Employee" is an Employee who works occasionally during the winter or summer months and is classed as a permanent part-time seasonal Employee and is part of the Bargaining Unit and shall receive benefits on a pro-rata basis.
- 2.07 "Casual Employee" is an Employee hired on an as-needed basis for periods of time not exceeding one hundred and twenty (120) working days within any twelve (12) month period. Should additional time be required, mutual agreement shall be agreed to between the Union and the Employer. Casual Employees will not be part of the Bargaining Unit.
- 2.08 "Designate Employee" means an employee designated by Management.
- 2.09 "Environmental Services" means the division of the Town responsibility for Water and Wastewater Treatment and compliance. The roles of this department are to ensure compliance with Nova Scotia Environment and Climate Change permits to operate and include SCADA operations and sampling.
- 2.10 "Management" means a Public Works Superintendant or CAO or other manager having managing responsibilities with the Employer.
- 2.11 "Probationary Employee" means a person as defined in Article 13.03 and who has not completed the probationary period.
- 2.12 "Seniority" is the length of service referred to in Article 13.01.
- 2.13 "Shall" is imperative and "May" is permissive.
- 2.14 "Water Treatment" means treatment system which improves the quality of water. For the Town's purposes water treatment includes all water activities inside well houses, treatment plant, water tower, transmission, and sampling.
- 2.15 "Water Distribution" mean water after treatment which included disinfection swabbing, distribution and distribution/hydrant flushing. These operators will maintain the entire water system excluding treatment. For the Town's purpose water distribution will be all water activities outside the well houses, treatment plant and water tower.

- 2.16 "Wastewater Treatment" means all stages at a wastewater treatment plant who ensures continued quality discharge of treated wastewater leaving the plant and/or lift stations. For the Town's purposes this will be all wastewater activities located at 183 Brown's Point Road and sewer pumping stations.
- 2.17 "Wastewater Collection" means collection and transmission of raw wastewater from where it enters the system (homes, businesses, etc.) to where it enters the treatment plant. The Town's collection system includes all storm sewer, sanitary sewers, and combined systems.
- 2.18 Words implying gender are intended to be inclusive of all identities (he/him, she/her, them/they/their).
- 2.19 Words in the singular include the plural and words in the plural include words in the singular.

ARTICLE 3 – MANAGEMENT RIGHTS

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

- 3.02 Any policies implemented by the Employer pursuant to this Article will be posted on the Notice Board.
- 3.03 Nothing in this Article shall, however, deprive an Employee from exercising their full rights under the Grievance Procedure as set out in this Agreement.

ARTICLE 4 – RECOGNITION AND NEGOTIATIONS

- 4.01 The Employer recognizes the Union as the sole bargaining agent for all its Employees at the Public Works Garage located at Pictou and the Recreation Department, as defined in Certification Order #4323 of the Labour Relations Board of Nova Scotia, save and except the Town Superintendent, Recreation Coordinator, Students, Foremen, Chief Operators of Wastewater and Water Facilities, and those persons excluded by Paragraphs (a) and (b) of Section 2 of the Trade Union Act, being Chapter 475 RSO Nova Scotia 1989.
- 4.02 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall have access to the Employer's premises in order to deal with matters arising out of the Collective Agreement provided he/she/they first arranges by telephone an appointment at a time mutually agreeable.
- (a) Persons whose regular job are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, experimenting, or in emergencies when regular Employees are not available.
- (b) No other worker shall perform work that is ordinarily performed by Park Maintenance Employees unless all seasonal Union Park maintenance workers are employed. Work in Parks historically performed by Public Works Employees shall continue to be performed by Public Works Employees.

4.03 Bulletin Boards

The Employer shall provide a space for Bulletin Boards in all shops upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

ARTICLE 5 – NO DISCRIMINATION

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

or activity in the Union. Notwithstanding the above, Employees must live within a reasonable travel time to the Town with due consideration to the function(s) of the job they hold.

ARTICLE 6 – UNION SECURITY

- 6.01 The Town, or anyone authorized to act on its behalf, agrees to recognize the Canadian Union of Public Employees, Local 281, as the sole collective bargaining agent for the Employees covered by and included in this Agreement.
- 6.02 The Town agrees to meet the representatives of the Canadian Union of Public Employees, Local 281, for the purpose of carrying out the terms of this Agreement.
- 6.03 Should a new Classification within this Agreement be created during the term of this Agreement, the Management and the Union Executive shall decide on the rate and designation.
- 6.04 All Regular Full-Time and Seasonal Part-Time Employees within the Bargaining Unit shall, as a condition of employment, pay union dues as described in Article 7.
- 6.05 It is agreed that the Union and the Employees will not engage in union activities during working hours unless agreed between the parties to hold meetings at any time on the premises of the Employer without the permission of the Employer, except as hereinafter provided.
- 6.06 **No Other Agreement**

No Employee shall be required or permitted to make a written or verbal agreement with the Town or its representative which may conflict with the terms of this Collective Agreement.

6.07 New Classifications in Union

- (a) When a new position comes into the Union by an Employee of the Town signing a Union Card, the wages for the position 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 job in question, the matter shall be referred to grievance and arbitration for determination. The rate shall be retroactive to the time the new position came into the Union.
- (b) If the Union can demonstrate with signed cards that they have majority support of a group of Town Employees, the Town will consider granting voluntary recognition of the group subject to the exclusion of confidential Employees and the final description of the Bargaining Unit.

6.08 Labour Management Committee

A Labour Management Committee shall be established consisting of equal representation from the Union and Employer. The Committee shall concern itself with all matters of labour relations with a goal to maintain good labour relations between the parties as well as correcting conditions causing grievances and misunderstandings.

The Committee shall meet at least four (4) times per year in January, April, July and October. If necessary, emergency meetings can be called by either party to deal with issues covered by the Terms of Reference for the Committee. A meeting can be called by either party with a twenty – four (24) hours' notice and include reason(s) for calling the Special Meeting. The parties shall provide a list of agenda items forty-eight (48) hours in advance of a regularly scheduled meeting. The parties shall sign off decisions made at meetings. The Town shall prepare minutes of the meeting and provide the Union with copies of the draft minutes as promptly as possible after the close of the meeting. Time spent on Labour Management meetings will be paid time by the Employer, provided that such time spent is during regular working hours.

ARTICLE 7 – UNION DUES

7.01 (a) The Employer will, as a condition of continued employment, deduct an amount equal to membership dues from the regular pay of all Employees in the Bargaining Unit. The Union agrees to indemnify and save harmless the Employer from any and all liability of action of any kind whatsoever that may arise out of deductions delivered to the Union.

(b) The Union will inform the Employer of the deduction to be checked off in Article 7.01(a) at least one (1) month in advance.

(c) **Dues Supporting Documentation**

An electronic spreadsheet indicating the pay period covered by the deductions and the following information for all Employees from whose wages the deductions have been made: name, address, employment status (such as full-time; part-time, seasonal temporary, casual), classification/job title, regular earnings, hours worked, and dues deducted. This information to be sent to the Local Union Secretary – Treasurer.

(d) The Employer shall indicate on the Revenue Canada Taxation Form (T4) the amounts of contributions under this article.

7.02 Probationary Employees shall not be subject to union dues deductions and shall not be considered members of the Bargaining Unit until attaining the status of either full-time or seasonal employment, and until successful completion of probationary status.

ARTICLE 8 – CORRESPONDENCE

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

8.02 All such correspondence shall be hand delivered, emailed or faxed.

ARTICLE 9 – UNION REPRESENTATION

9.01 The Employer acknowledges the right of the Union to appoint or select two (2) Stewards and two (2) Alternate Stewards to represent the Union in matters of labour relations. The names of the Stewards shall be given to the Employer in writing and the Employer shall be required to recognize the Stewards or Alternates until being notified in writing of new appointments.

9.02 A Union Bargaining Committee shall be elected and consist of not more than one (1) Union member from each department. The Union will advise the Employer who the elected members are. Time spent on Bargaining will be paid time by the Employer provided that such time spent is during regular working hours. An Employee requiring time off to meet with the Union's Negotiation Committee shall give the employer a minimum of forty-eight (48) hours' notice.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 A grievance is any dispute or difference arising out of the interpretation, application or administration of this Agreement or any allegation that this Agreement has been violated, or any question as to whether a matter is arbitrable. Both parties recognize the benefit of solving differences or disputes as quickly as possible and therefore encourage Employees to discuss such issues with the appropriate Department Head within ten (10) days of the event giving rise to the difference or dispute. If this discussion does not resolve the issue, it may be referred, within ten (10) days of the discussion, to the Grievance Procedure for resolution. The Union Steward may assist any Employee in preparing and presenting a grievance in accordance with the grievance procedure set out in this Collective Agreement.

10.02 The procedure for handling a grievance for Public Works Department Employees and Recreation Department Employees is as follows:

STEP 1 The grievance shall be submitted to the relevant Department Head in writing on a standard grievance form stating the Employee's name, job Classification, department, general nature of the grievance, section(s) of the Agreement in question, and settlement requested, and bearing the signature(s) of the aggrieved Employee(s) and a Steward. Within ten (10) days of receipt of the grievance, the Department Head will arrange a meeting with the Grievor and a

Steward to discuss the grievance and shall reply in writing within five (5) days following the meeting.

STEP 2 If the reply at Step 1 is not satisfactory, the grievance may be forwarded within a further ten (10) days to the Chief Administrative Officer, who will, within ten (10) days, arrange a meeting with representatives of the Union and of the Committee to further discuss the grievance. The Chief Administrative Officer will reply in writing within ten (10) days following the meeting. If the reply is not satisfactory, the Union may, within twenty (20) additional days, give written notice of its intention to refer the grievance to arbitration as provided for elsewhere in this Agreement.

10.03 If no written decision is given by the Employer within the time limits specified above, the grievance shall be deemed denied and the grievor shall be entitled to submit the grievance to the next stage.

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

10.05 The Union may file a grievance on behalf of the Union which shall be known as a policy grievance and Step 1 of this article may be bypassed.

10.06 Any written settlement of a grievance under this procedure shall be final and binding upon the Employer, and the Union.

ARTICLE 11 – ARBITRATION

11.01 If the grievance procedure fails to resolve a grievable dispute between the parties, one or other of the parties shall have the right to refer the matter to arbitration within twenty (20) days of the reply at Step 2 of the Grievance Procedure.

11.02 The Union and the Employer shall consult and select an Arbitrator or Board of Arbitration within ten (10) days of receipt of notice of arbitration by either Party from the other. A single arbitrator will be used in all cases except those involving discharge, when, at the request of either Party, a Board of Arbitration shall be used. Should the parties be unable to agree on the selection of an arbitrator, a request will be made to the Minister of Labour for the Province of Nova Scotia to appoint an arbitrator.

11.03 After the Arbitrator or Board of Arbitration is chosen, the Arbitrator or Chairman shall convene a meeting to hear evidence from both parties with respect to the matter in dispute

11.04 For the purposes of this article, “days” shall exclude any Saturday, Sunday, or Statutory Holiday recognized by this Agreement.

11.05 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make decisions contrary to the provisions of this Agreement. Whenever the incident causing the grievance includes a loss of earnings or loss of benefits, the Arbitrator or Arbitration Board, as the case may be, is empowered to order that such loss or part of such loss shall be reimbursed or restored to the Employee(s). In cases involving alleged offenses under the Criminal Code, and where a decision is rendered by the Court, such decisions of the Court shall not be altered by virtue of an arbitration hearing. If the Employee is found guilty under the Criminal Code, then the Board or Arbitrator cannot order reinstatement.

11.06 In an arbitration, each party shall pay its own costs, and the fees and expenses of its witnesses, Council, and nominee to a Board of Arbitration. The fees and expenses of a single Arbitrator or of the Chairman of a Board of Arbitration, shall be shared equally by the parties.

ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 The Employer reserves the right to discipline, demote, suspend or discharge Employees for just cause.

12.02 Without restricting this general right, it is agreed and subject to just cause that the Employer may discipline up to and including discharge, any Employee for the following specific offences for just cause:

- (a) theft from fellow Employees or Employer;
- (b) wilfully damaging the Employer's property;
- (c) fighting with another Employee on the Employer's premises;
- (d) conviction for trafficking in drugs contrary to the law;
- (e) possession and/or use of illegal drugs on the Employer's premises;
- (f) consumption of alcohol on the Employer's premises or reporting to work under the influence of alcohol or an illegal drug.

12.03 In the event that the Employer disciplines an Employee, the discipline shall be in writing and initiated within ten (10) working days of the Employer becoming aware of the incident giving rise for discipline. Such discipline shall be given at a formal meeting

with the affected employee and the Shop Steward. A copy of the discipline shall be provided to the Local President.

12.04 An Employee shall have access to his/her/their personal file during office hours upon having provided the Employer with reasonable notice of this request.

12.05 The record of an Employee shall not be used against him/her at any time after twenty-four (24) months following the discipline except where incidents of the same or similar nature as that for which previous discipline occurred.

ARTICLE 13 - SENIORITY

13.01 Seniority is defined as the length of service within the Public Works Garage and separately within the Recreation Department for those Classifications as listed in Appendix "A" and "B" of this Collective Agreement. Seasonal Part-Time Employees shall receive seniority on a pro-rata basis using two thousand and eighty (2080) worked hours as the amount to achieve one (1) year of service (i.e.) an Employee with ten thousand four hundred (10,400) worked hours would have five (5) years' service.

13.02 The Employer shall maintain three (3) seniority lists, one (1) for Public Works Department, one (1) for Environmental Services and one (1) for Recreation Department, showing the date upon which the Employees' service with the Employer commenced. Where two (2) or more Employees commenced work on the same date, preference shall be given in accordance with the date of application for employment.

The Employer shall maintain Departmental seniority lists for each department to be used for standby, on call and overtime. The Town shall also maintain a master seniority list for the bargaining unit based on date of hire.

An up-to-date seniority list shall be provided to the Union and posted in January of each year. The list shall be deemed accurate if no changes are sought during a thirty (30) day period following posting of list. .

13.03 Newly-hired Employees shall have a probationary period of five hundred and twenty (520) worked hours within a twelve (12) month period beginning with their latest date of hire. Should an Employee not work the required hours within a twelve (12) month period following their date of hire, the probationary period will begin over again on the anniversary of the date of hire. During their probationary period, Employees shall have no seniority rights and may, at the sole discretion of the Employer, be discharged without notice or severance pay, except as provided in Article 5 – No Discrimination. At the conclusion of the probationary period, an Employee's seniority shall be determined as of the most recent date of hire.

13.04 Notwithstanding Article 13.03, the Employer reserves the right to extend probationary period(s) on a case-by-case basis. The Union shall be consulted before any

extensions are implemented.

13.05 An Employee shall lose his/her/their seniority if:

- (a) the Employee resigns in writing and does not withdraw the resignation within forty-eight (48) hours;
- (b) the Employee is discharged for just cause and not reinstated through the grievance procedure;
- (c) he/she/they is laid off for a period longer than eighteen (18) months;
- (d) having been laid off, he/she/they fails to return to work within two (2) weeks of recall after being notified by registered mail to do so provided he/she/they is working; if not, Employee would report within five (5) working days. It shall be a condition of recall that all Employees keep the Employer informed of his/her/their current mailing address and telephone number;
- (e) the Employee fails to return to work from an approved leave of absence on the day set out when the leave was approved without sufficient cause;
- (f) the Employee retires from work;
- (g) he/she/they is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless notification could not be given due to hospitalization. On the fifth day, the Town will send notice to the employee. If the employee does not return to work after 10 unexcused absences, they will be dismissed.

13.06 Transfers and Seniority Outside Bargaining Unit

No Employee shall be transferred to a position outside the Bargaining Unit without his/her/their consent. If an Employee is transferred to a position outside of the Bargaining Unit, he/she/they shall retain his/her/their seniority accumulated up to the date of leaving the Unit for a period of ninety (90) regular days worked but shall not accumulate seniority for those ninety (90) days. The transferred employee must decide within the first sixty (60) days if they intend to return to the Bargaining Unit.

While on such leave, the transferred employee shall not perform any Bargaining Unit work.

ARTICLE 14 – JOB POSTING

14.01 When a vacancy occurs, a notice will be posted for a period of five (5) working days. The notice shall set out the qualifications required for the job, Classification and wage

rate. Any temporary vacancies of longer than two (2) months shall be posted and filled in accordance with Article 14.

14.02 In filling a posted job within the Bargaining Unit, the job shall be awarded within thirty (30) days.

- (a) In filling a vacancy, the Employer shall consider the present skill and ability to perform all of the required functions of the position. If these factors are relatively equal, seniority shall govern.
- (b) An Employee who successfully applies for a job vacancy shall be on a familiarization period for up to sixty (60) days.
- (c) If during the familiarization period the Employee, in the opinion of the Employer is unsuitable for the position, or if the Employee finds he/she/they is unable to perform the duties of the position, shall be returned to his/her/their Classification in the Bargaining Unit at the same rate of pay as he/she/they had prior to his/her/their posting.

14.03 **No Outside Advertising**

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

14.04 In the event of a transfer in accordance with Article 13.06, or promotion, the Employer shall have the right to place the successful applicant in the position on a trial period not exceeding three (3) months. Conditional upon satisfactory service, such trial transfer or promotion shall become permanent. In the event the Employer or the Employee conclude that the successful Employee is unable or unwilling to adequately perform the duties of the new position during the trial period, such Employee shall be returned to his/her/their former position without loss of seniority.

14.05 **Notification to Employee and Union**

The Union shall be notified of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment. Any Employee denied promotion shall receive a reason, in writing, for the denial upon a request.

14.06 Responsibility Premium Public Works: A full-time employee shall assume a lead hand role; the employee will receive a premium of \$2.50 per hour for each regular or overtime hours worked with the designated responsibility. When the designated employee is away from work for any reason (a full working day) the premium and the duties will fall to the alternative, designated by management, as per the job description.

Responsibility Premium Environmental Services: A lead hand role shall be appointed when the Manager/ODRC is absent from work for any reason (full day), the premium will be paid at \$2.50 per hour for all regular hours worked. (Monday through Friday) with the designated responsibility. When the Manger/ODRC is away from work for any reason (a full working day) the premium and the duties will fall to the alternative, designated by management, as per the job description.

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

ARTICLE 15 – LAYOFF AND RECALL

15.01 Where there is a reduction in the working force within the Department, the following procedure shall apply:

- (a) Probationary Employees shall be laid off first until layoffs are complete.
- (b) Thereafter Employees will be laid off in order of seniority provided that the Employee replacing the laid off Employee has the necessary certification, skill, ability and experience to do the available work.
- (c) The Employer will follow the Labour Standards Act with reference to layoff for full-time Employees but part-time seasonal Employees will be notified one (1) week in advance of impending layoff whenever possible. If, however, the Employee does not receive notice one (1) week in advance, the Employee will receive two (2) weeks' pay at their current rate in lieu of notice.

15.02 When Employees are being recalled, they shall be recalled in reverse order provided they have the necessary skill, ability and experience to do the available work and shall be paid their normal rate or the rate for the job to which he/she/they is recalled, whichever is greater.

15.03 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

15.04 No new Employees shall be hired within the Bargaining Unit until those laid off have been given an opportunity of recall subject to Article 15.02.

ARTICLE 16 – HOURS OF WORK

- 16.01 (a) The normal hours of work in the Public Works Department shall consist of forty (40) hours to be worked between four (4) or five (5) consecutive days Monday to Friday. The normal hours of work per day shall be 7:30 am to 3:30 pm Monday to Thursday and 6:00am to 2:00pm on Friday.

Scheduled – Flexible Shifts

The parties hereto agree to flexible shifts to accommodate:

- Scheduled maintenance;
- Scheduled capital work; and
- Removal of built up snow in the downtown area.

Assignment of Employees for flexible shift times shall be undertaken:

- First on a volunteer basis, provided Employees retain required certifications for the scheduled work; and,
- Second, by seniority of qualified Employees.

- (b) The hours of work for the Recreation Department Employees shall be up to eighty (80) hours bi-weekly and shall not be materially changed unless mutually agreed by the Parties.

(c) **Time of Day Shifts**

The Employer reserves the right four (4) times within a calendar year to alternate shifts, ie: a regular day time shift with a night shift. Employees can volunteer for time-of-day shift changes.

- (d) For safety reasons, an Employee may not work more than sixteen (16) hours in any twenty-four (24) hour period.
- (e) The paid lunch period shall be twenty (20) minutes daily and shall normally be scheduled between 12:00 Noon and 12:20 pm. As well as two 15-minute coffee breaks, one in the morning and one in the afternoon.
- (f) The Employer shall ensure that water is available for employees on the work sites.

16.02 Nothing in this Agreement shall be construed as a minimum guarantee of work.

16.03 A lunch area is provided in the shop and will contain a microwave oven, coffee perk and small fridge for Employees' convenience.

16.04 The present system of breaks will be maintained.

16.05 **Temporary Assignment**

Employees assigned to a higher rated position shall receive the higher rate for the position for all time worked in the higher rated position. An Employee assigned to a lower rated position, shall not have his/her/their rate reduced.

ARTICLE 17 - OVERTIME

17.01 Overtime must be authorized by the Town Superintendent or someone designated by the Employer. An Employee shall be paid at the rate of time and one-half (1½) for all hours worked in excess of the normal number of hours (8) per day.

17.02 An Employee required to report for emergency work at a time other than his/her/their normal working schedule, shall be paid a **four (4) hour call out** at time and one-half rate (1½) or if the work required takes longer than four (4) hours, the hours worked shall be at the rate of time and one-half (1½).

17.03 Work day shall be from 12:01 a.m. to 12:00 midnight. Any time worked after regular or flex shift is paid as overtime. Double time will be paid for work done on Sundays except for scheduled work.

17.04 Callout Pay for Public Works & Environmental Service Operators

- (a) All Public Works Operators will be called on a rotational basis for overtime and call outs.
- (b) Environmental Services Operators are only to be used in emergencies in the public works department after the rotational list has been exhausted.
- (c) Environmental Services Department Operators will be called on a rotational basis for overtime and call outs.
- (d) All Public Workers Operators are only to be used in emergencies in the Environmental services department after the rotational list has been exhausted.

17.05 Salt & Road Condition Duties Standby

- (a) An operator shall be designated to be on standby for a one (1) week period from Monday (7:30AM) to Monday (7:30AM). The employee on standby shall receive 14 hours per week at the straight time classification rate for providing the service.
- (b) It shall be mandatory for Public Workers Operators to be available for standby duties as per the rotational list.
- (c) Monday-Sunday — 2 hours per day.

- (d) An employee who cannot fulfill their callout shift shall forfeit their standby pay for that shift to the employee who works the shift.
- (e) If the standby employee is actively working on a call and a second call arises, the standby employee will call a second employee in order of seniority, using the rotational list provided.
- (f) Winter standby shall be defined as the period from the First Monday (7:30AM) in November to the last Monday (7:30AM) in March.
- (g) While on salt stand-by, if an Employee is required to work other than salt duties, they will receive compensation as per Article 17 above and will not lose stand-by wages.
- (h) While on salt stand-by, the Employee shall be provided with a Town truck to be used for salt stand-by purposes only.

17.06 **Environmental Services Standby Pay**

- (a) It shall be mandatory for Environmental Service Operators to be available for standby duties as per the rotational list.
- (b) Standard standby period will be one week (7) consecutive days.
- (c) All Environmental Service operators will share standby duty on a weekly (Monday 8:00am to Monday 8:00am) revolving schedule.
- (d) Environmental Service operators are on standby with the duty to operate and maintain the Environmental Service Systems outside of normal working hours, a total of (14) fourteen hours per week.
- (e) Emergency call outs will be in addition to these duties and approved by the Town and paid as per Article 17.
- (f) While on stand-by, the Employee shall be provided with a Town truck to be used for Environmental stand-by purposes only.

17.07 **Overtime Assignment**

The Employer agrees that in the event that overtime is required and authorized, the senior person on that particular job site location who is certified and qualified to do the work, shall be given first opportunity for such overtime assignment. Planned scheduled overtime will not be considered as call-out but will be paid at time and one-half (1 1/2) the hourly rate.

17.08 **Meals**

- (a) A meal allowance will be provided by the Employer to the Employee for any overtime work that exceeds the Employee's scheduled shift by three (3) hours or more.
 - (b) A meal allowance will be provided by the Employer to the Employee who meets or exceeds four (4) hours into their callout or overtime shift and a second meal when they exceed ten (10) hours into their callout shift. This applies to holidays as well.
 - (c) The amount of the meal allowance shall be \$25.00 and will be paid once submitted and approved by the immediate supervisor.
 - (d) The Town agrees to pay the Employee's meals per diems, while out of town, to a maximum of eighty dollars (\$80.00) per day: Breakfast \$15, Lunch \$25, and Supper \$40. Per diems shall be included on the next regular pay.
- 17.09 While an Employee is on a scheduled vacation, he/she/they shall not be called out for overtime work unless it is an emergency situation. In any event if the Employee is called back from authorized vacation leave, any hours worked will be paid at two times (2x) their normal rate and their vacation bank will be credited the same number of hours.
- 17.10 All work performed outside of the normal workday within the Recreation Department shall be considered overtime and shall be paid at the rate of time and one-half (1½).
- 17.11 (a) Compensation for overtime shall be paid except where the Employee elects to bank his/her/their overtime hours in the form of time off in lieu of overtime hours worked. The Employee shall be entitled to bank up to eighty (80) rolling hours of time off in lieu of overtime hours worked. Overtime incurred on a daily basis cannot be split between overtime pay and time off in lieu of overtime in hours worked.
- (b) Where an Employee has built up a bank of time off in lieu of overtime, he/she/they may upon at least seven (7) days' notice to the appropriate Department Head request time off in minimum segments of one day (8 hours). The decision as to whether or not to grant time off in lieu of overtime shall be at the discretion of the Department Head acting reasonably and having regard to the work force required by the Town to adequately carry out the Town's operations. In cases of conflicting request for time off in lieu of overtime, seniority shall prevail.
- (c) Banking of Standby Hours - When an employee is on standby, they shall have the option of banking a portion of their standby time as defined. Standby hours can be banked as follows: one (1) day per standby period to a maximum of eighty (80) rolling hours.

ARTICLE 18 – VACATIONS

18.01 (a) All Fulltime employees shall receive annual vacation pro-rated for employees working less than full-time hours based on the following scale:

- i) Two (2) weeks' vacation after one (1) years' service
- ii) Three (3) weeks' vacation after three (3) years' service
- iii) Four (4) weeks' vacation after eight (8) years' service
- iv) Five (5) weeks' vacation after sixteen (16) years' service
- v) Six (6) weeks' vacation after twenty-five (25) years' of service.

(b) Employees with less than one (1) year of service as of December 31st shall receive vacation credits based on one (1) day per month up to a maximum of ten (10) days and paid on the basis of four percent (4%) of gross earnings.

(c) Seasonal Part-time Employees shall receive percentage payments based on years of service of their basic wages included in their weekly pay cheque as follows:

One (1) year of service	4%
Three (3) years of service	6%
Eight (8) years of service	8%
Sixteen (16) years of service	10%
Twenty-five (25) years of service	12%

Length of service is based on the hours paid, i.e. 2080 hours is equal to one (1) year.

18.02 Vacation Entitlements

(a) The Employer shall post a list of Employee entitlements during the first week of February each year. An Employee may indicate their preference on the list as to when they wish to observe their vacation. The list shall be removed by March 15th and after careful scrutiny and in some cases, consultation with affected Employees, the Employer will report a final schedule by April 15th. Vacations shall commence immediately following the Employee's regularly scheduled days off and end after the Employee's regularly scheduled days off. Once posted, no changes shall be made unless by mutual consent.

(b) Vacations will be granted on the basis of seniority.

(c) All Employees shall be required to take a minimum of two (2) weeks per year of their accrued vacation entitlement.

(d) Vacations shall be taken in the year in which it become owing to the Employee and shall not be carried over from one year to another unless permitted by the

Employer If the Employer agrees, the Employee may carry over one (1) week of paid vacation to the next year, provided it is scheduled to be used by April 1st of that year.

- (e) If a holiday falls or is observed during an Employee's vacation period, the Employee shall be permitted an additional day with pay at a time mutually agreed upon between the Employee and the Employer.
- (f) Employees shall receive vacation pay while on vacation, based on his/her/their regular net pay.
- (g) Vacation remaining in an Employee's vacation bank at fiscal year-end will be paid out on a separate cheque if so requested by the Employee.

ARTICLE 19 – STATUTORY HOLIDAYS

19.01 The following shall be paid holidays for all Employees:

New Year's Day
Heritage Day
Good Friday
Canada Day
Labour Day
Christmas Day
National Day of Truth and Reconciliation
Easter Monday
Victoria Day
1st Monday in August
Thanksgiving Day
Remembrance Day
Boxing Day

and such other Statutory Holidays as may be declared by the Federal, Provincial, or Municipal Government.

19.02 All holidays will be paid at double time rates for callouts.

ARTICLE 20 – LEAVE OF ABSENCE

20.01 Bereavement Leave

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

immediately prior to and including the day of burial. If the death occurs while an Employee is at work, that day shall not count in the five (5) regular working days.

Immediate family shall be defined as spouse, domestic partner, son, daughter, father, mother, sister, brother, mother-in-law and father-in-law and step-child, grandparent, grandchild, step-mother, step-father, step-brother, step-sister, step-child, step-grandparent, and step-grandchild.

Bereavement leave of three (3) working days shall apply to: son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any relative with whom the Employee permanently resides. For the purpose of this Article, brother-in-law and sister-in-law mean of the spouse of a brother or sister of the Employee, or sister/brother of the Employee's spouse.

Bereavement leave of one (1) working day shall apply to aunt, uncle, niece, nephew or cousin.

Employees shall be entitled to two (2) additional paid days of Bereavement Leave for all family members, if the need to travel outside of the Province is required.

Depending on specific circumstances, the Chief Administrative Officer may authorize a longer period of leave with pay or without pay.

20.02 Jury Duty

An Employee called for jury duty will be paid the difference between jury fees and regular pay for the period of absence required by the jury service, providing the Employee would normally have been scheduled and have been available for work. Whenever practical, Employees will be expected to report for work before and after jury service within their normal hours of work. Employees must receive a letter from the Clerk of the Court showing the time served.

20.03 Leave of Absence

- (a) Employees may be granted, at the sole discretion of the Employer, leave of absence without pay for legitimate personal reasons. Leaves of less than one (1) week may be arranged verbally between the Employee and the Employer. Leaves of one (1) week or more shall be requested in writing at least one (1) week prior to the desired beginning of the leave and shall be confirmed or denied by the Employer, with a copy of the response being sent to the Union. In the event of leave in excess of two (2) weeks, benefits, if continued beyond the end of the month in which the leave begins, shall be paid for wholly by the Employee.
- (b) Leaves of absence without pay shall be granted upon request by the Employer to one (1) Employee elected or appointed to represent the Union at

conventions, provided the Employee requests such leave two (2) weeks in advance of the date requested.

20.04 Leave for Personal Preventive Medical and Dental Care

- (a) With reasonable advance notice to the appropriate Department Head, an Employee may request time off up to twenty four (24) hours per calendar year to engage in personal preventive medical and dental care, such as doctor's appointments, diagnostic tests and dental appointments, and approval of such requests shall not be unreasonably withheld. The Employee shall be required to show proof of medical or dental appointments, if requested by the Employer.
- (b) The Employees shall be entitled to use a maximum of five (5) days of their sick leave allocation to attend to medical and dental care appointments outside the area of Pictou County. The Employee shall be required to show proof of medical or dental appointments if requested by the Employer.

20.05 Family and Emergency Leave

- (a) Employees shall receive up to five (5) days' leave with pay in the event the Employee has a serious fire or flood or at the discretion of the Chief Administrative Officer, time off with pay to take care of a serious home or family emergency.
- (b) Employees shall also be entitled to use up to five (5) days to care for medical/dental appointments and/or emergencies for their immediate family. Such days shall be deducted from the Employee's sick bank.

20.06 Sick Leave

- (a) Sick leave is defined as a period of time an Employee is absent from work by virtue of being sick or because of an injury for which compensation is not payable under the Workers' Compensation Act.
- (b) Employees will accumulate sick leave credits in accordance with the following formula:

Regular full-time Employees shall accumulate sick days at the rate of one and one-half (1½) day for every twenty (20) days worked, to a maximum accumulation of one hundred and sixty (160) days.
- (c) Seasonal part-time Employees shall accumulate sick leave on a pro-rata basis.
- (d) Sick leave accumulation shall be reduced by the amount of sick leave credits taken.
- (e) It is agreed that the sick leave credits presently held by the Employer for the

Employees shall continue and be recognized as accumulated sick leave.

- (f) The parties recognize that abuse of sick leave benefits shall be considered serious misconduct entitling the Employer to take appropriate disciplinary action, up to and including discharge.

20.07 Extended Illness

- (a) The Employer may request, and Employees shall provide when requested medical documentation in cases of extended illness to verify the Employee's ability to return to work and perform their normal duties
- (b) An Employee may be required to produce a certificate from a medical practitioner for any illness (in excess of two (2) days). Such certificate shall describe the nature of the illness, injury or disability, its relationship to the Employee's ability to work and anticipated date of return to work.

ARTICLE 21 – PREGNANCY LEAVE AND PARENTAL LEAVE

21.01 Employees shall receive all entitlements for Pregnancy Leave and Parental Leave and be subject to all obligations in accordance with the *Labour Standards Code*, R.S. 1989, c. 246, in force and effect and as amended from time to time.

21.02 Group Benefit Plan Continuation

- (a) While on Pregnancy Leave, Adoption Leave, or Parental Leave, the Employer shall grant to the Employee the option of maintaining the benefit plan in which the Employee participated prior to the commencement of that period.
- (b) Where the Employee opts to maintain the benefit plan in subsection (a), the Employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plan, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.
- (c) Notwithstanding e, the Employer will contribute its share of the premium contribution for a period not to exceed (17) seventeen weeks.

21.03 Special Leave – Birth/Adoption

Where an Employee's spouse gives birth to a child or an adopted child arrives in the Employee's home, the Employee shall be granted special leave without loss of regular pay up to a maximum of sixteen (16) scheduled hours. This leave may be divided into periods and granted on separate days.

ARTICLE 22 - SAFETY AND HEALTH

22.01 Reporting of Health and Safety Hazards

The Employer agrees to make provisions for the safety and health of the Employees. Dangerous practices and devices will be reported to the Employer who will take all reasonable and necessary precautions to eliminate all hazards.

22.02 First Aid facilities shall be provided for the Employees.

22.03 (a) All Employees will be covered by Workers' Compensation – the Employee will be responsible for reporting any injuries or accidents within twenty-four (24) hours of the accident taking place to the appropriate Department Head.

(b) An Employee off work on WCB shall be entitled to have WCB benefits topped-up to an amount not exceeding 85% of the Employee's net pre-accident earnings. Such top-up shall be funded from the Employee's available sick leave credits, debited in increments of one (1) day sick leave for each week of top-up.

(c) Pursuant to the new provisions of the Workers' Compensation Act, an Employee shall be subject to deduction of 2/5ths of the first week's net compensation. If the loss continues for more than five (5) calendar weeks, the Employee shall be reimbursed the amount that was so deducted.

(d) **Injury at Work**

Should any Employee be injured during working hours, and as a consequence be unable to continue working, he/she/they shall be paid for the full shift, regardless of the time of injury, on the presentation of a Doctor's certificate of his/her/their inability to work.

22.04 Joint Occupational Health and Safety Committee

(a) The Union shall appoint their representative(s) to sit on the Workplace Joint Occupational Health and Safety Committee and shall provide names and contact information to the Employer. The Committee shall meet on a monthly basis.

(b) The Employer and the Employee(s) shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations.

(c) All standards established under the legislation and regulations shall constitute minimum acceptable practice and may be improved upon by agreement with the majority recommendation of the Joint Occupational Health and Safety

Committee of the workplace.

ARTICLE 23 – PENSION BENEFITS AND WAGES

23.01 Medical Benefits and Long-Term Disability

- (a) The Employer shall be responsible for sixty percent (60%) of the cost of the Medical, Dental, Accidental Death and Dismemberment Insurance and Life Insurance plan(s) and the Employees shall be responsible for forty percent (40%).
- (b) The Employees shall be responsible for one hundred percent (100%) of the premiums for the Long-Term Disability Plan.

23.02 Pension

It is mandatory that full-time Employees participate in the Employer's Pension Plan. The Employer agrees to pay an equal amount of what the Employee contributes a minimum of five percent (5%), up to a maximum of eight percent (8%) of the Employee's regular weekly wages.

23.03 Long Service Award

Employees shall receive the greater of:

- (a) A long service award will be given to each Full-Time Employee and Seasonal Part-Time Employee upon reaching retirement, a sum of two hundred dollars (\$200.00) for each year of service, calculated in accordance with Article 13.01. The long service award (of \$200.00 per year) would not be payable if the Employee terminates or leaves the employ of the Employer. In the event of the death of the Employee prior to retirement, this allowance shall be paid to the Employee's Estate.

Or,

- (b) Employees shall be paid 25% of the balance of their sick bank upon retirement.

23.04 Agreement of Appendix 'A' and 'B'

The Town agrees to pay and the Union agrees to accept the scale of wage rates attached to this Agreement as Appendix A and Appendix B.

23.05 Pay Day

The Town shall pay its Employees on every second Thursday by electronic deposit to the Bank or Credit Union of the Employee as provided by the Employee from time to time.

The Employer agrees to pay for any errors created by the Employer and issue a cheque on the Friday following pay day to compensate for the error.

ARTICLE 24 – TRAINING

- 24.01 (a) In order to give Employees the opportunity of becoming appropriately certified, the Town agrees to offer training opportunities to Employees from time to time. When possible, such offer shall be made by seniority. Once the offer is agreed, an Employee, the Union and the Employer will develop and agree to a training program.
- (b) Upon agreeing to the training program, the Employee shall commit to the best of his/her/their ability to complete courses and pass applicable examinations.
- (c) Upon acceptance of a training plan by an Employee, the Employer agrees to pay the full cost of training courses and upgrades of all licenses and/or certifications and required travel, including mileage if using their own vehicle and living expenses, including a meal allowance in accordance with Article 17.05, provided that the aforementioned are first approved by the appropriate Department Head.

For clarification, meal per diems shall not be paid if meals are provided at the training session(s).

In addition to covering the cost of registration, the Town will provide the Employee with:

1. A scheduled opportunity to complete 50% of the course work on work time and at a Town facility; and
2. Allow participating Employees access to a Town computer for the balance of non-work time training.

While taking such training and until such time as they are certified by the appropriate Department Head to be qualified for a higher Classification, his/her/their rate of pay will remain at the rate paid immediately previous to their selection as trainees.

ARTICLE 25 – STRIKES AND LOCKOUTS

- 25.01 During the life of this Agreement, the Union agrees that there will be no strikes, slowdown or stoppage of work, whether complete or partial, and the Employer agrees that there will be no lockout.

ARTICLE 26 - CLOTHING ALLOWANCE

26.01 All Full-Time Employees will be provided with and expected to wear, as appropriate, the following footwear and clothing listed below.

- Safety boots (minimum CSA grade 1) once a year
- Winterized Rubber Boots (steel-toed and CSA grade 1) every two years
- Coveralls and/or overalls, four (4) pair of insulated or non-insulated as required by the employee, every two (2) years with Town Logo (Class 2/ Level 2)
- Safety gloves
- Earplugs/hearing protection
- Hard hats
- High-visibility non-insulated rain suits (Class 2/ Level 2)
- Non-prescription Safety glasses
- Respirator, as required, with a fit test.
- High visibility winter coat- every three years or as needed and approved by the Superintendent of Works. (Class 2/ Level 2)
- Two (2) t-shirts and two (2) hats with the town logo, every year (one summer and one winter)
- High Visibility vest (Class 2/ Level 2)
- And another other PPE that may be required by the Employer.

26.02 Permanent employees shall be entitled to receive one pair of safety prescription glasses, every two (2) years up to the value of \$500.00 or as approved by the CAO. Eye Exams shall be paid by the employee. Receipt for safety glasses must be separate from all other costs.

26.03 Rain suits will be provided as needed by the Superintendent of Works.

26.04 Hard hats shall be worn in accordance with Occupational Health and Safety Regulations.

ARTICLE 27 – JOB SECURITY

27.01 The Employer agrees that work or services being performed by the Employees in the Bargaining Unit will not be affected as a result of contracting out so as to affect recall, layoff, dismissal or loss of earnings or any Employee.

ARTICLE 28 – TERMS OF AGREEMENT

28.01 The Union and the Employer mutually agree that this Agreement shall be effective from April 1, 2022 to March 31, 2026 and renewable annually thereafter from year to

year unless notice of contrary intention is given by either party to the other at least sixty (60) days prior to the expiration of this Agreement.

28.02 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted invalidates or disallows any portion of this Agreement, the entire Agreement shall not be invalidated and the rest of the Agreement shall remain in effect.

28.03 Retroactive Pay for Terminated Employees

An Employee who has severed his/her/their employment due to retirement, disability or resignation between the termination date of expired agreement and the effective date of the new agreement shall receive the full retroactivity of any increase in wages or salaries.

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

SIGNED THIS 7 day of June, 2023.

SIGNED ON BEHALF OF:

TOWN OF PICTOU

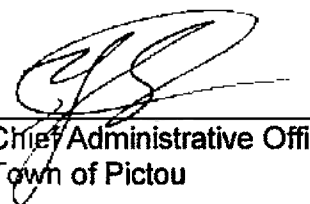
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 281



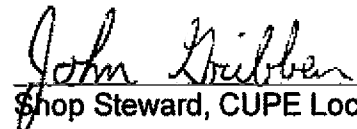
Mayor, Town of Pictou



President, CUPE Local 281



Chief Administrative Officer,
Town of Pictou



Shop Steward, CUPE Local 281

Councillor, Town of Pictou

Negotiation Committee Member

APPENDIX "A"

WAGES - PUBLIC WORKS

Classification	Current Wages	3% Effective April 1, 2022	5% Effective April 1, 2023	3% Effective April 1, 2024	3% Effective April 1, 2025
Operator	25.13	25.88	27.18	27.99	28.83
Operator / Mechanic	26.13	26.91	28.26	29.11	29.98
Environmental Service Operator	25.13	25.88	27.18	27.99	28.83
Truck Driver	24.10	24.82	26.06	26.85	27.65
Labourer	21.39	22.03	23.13	23.83	24.54

Certification Remuneration

Upon completion of an approved training course or upon Nova Scotia Environment certification, as per Article 24, an Employee shall be paid an additional 25 cents (0.25) per hour, added to their regular wage.

To be eligible for Water or Wastewater Treatment certificate increases of \$0.25 per ticket, the employee must work out of the Environmental Services as per the date of signing of this Collective Agreement.

APPENDIX "B"
WAGES – RECREATION

Classification	Current Wages	3% Effective April 1, 2022	5% Effective April 1, 2023	3% Effective April 1, 2024	3% Effective April 1, 2025
Pool Maintenance Person	21.39	22.03	23.13	23.83	24.54

APPENDIX 'C'

SENIORITY LIST

As of December 21, 2019

MASTER SENIORITY

NAME	DATE OF SENIORITY	Total Hours
1. Mike MacKenzie	22-Nov-99	
2. Wilfred Rondelet	Approximately 7-Mar-08	30,641.5
3. Kevin Crews	14-Jul-08	
4. Steven Bowen	16-Jan-12	
5. Sean Knowles	08-Jul-13	
6. Robert MacDonald	20-Mar-15	
7. Daniel Chisholm	16-Nov-20	
8. Chris Hale	16-Nov-20	
9. Darlene MacLellan	Approximately 6-Oct-2020	4,471
10. Greg MacKenzie	4-Jul-22	
11. John T Gribbon	11-Jul-22	

*Indicates employee no longer works for the Town but still has seniority

PUBLIC WORKS

NAME	DATE OF SENIORITY	Total Hours
1. Mike MacKenzie	22-Nov-99	
3. Kevin Crews	14-Jul-08	
4. Steven Bowen	16-Jan-12	
5. Sean Knowles	08-Jul-13	
7. Daniel Chisholm	16-Nov-20	
8. Chris Hale	16-Nov-20	
11. John T Gribbon	11-Jul-22	
2. Wilfred Rondelet	Approximately 7-Mar-08	30,641.5

ENVIRONMENTAL SERVICES

NAME	DATE OF SENIORITY	Total Hours
6. Robert MacDonald	20-Mar-15	
10. Greg MacKenzie	4-Jul-22	

RECREATION

NAME	DATE OF HIRE	TOTAL HOURS (as of December 31, 2022)	Years of Service
9. Darlene MacLellan	24-Oct-2018	4471	2.15

MEMORANDUM OF AGREEMENT
- between -
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 281
- and -
TOWN OF PICTOU

RE: Vacation Entitlement of Mike MacKenzie

WHEREAS the Town of Pictou and CUPE have agreed to the vacation terms as per Article 18 of this Agreement;

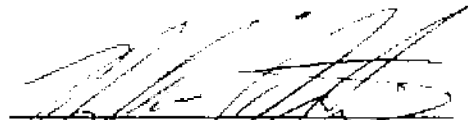
AND WHEREAS the Town of Pictou and CUPE want to ensure Mike MacKenzie is not negatively impacted by the changes within this agreement;

BE IT THEREFORE RESOLVED that CUPE and the Town agrees to honour Mike MacKenzie's current level of vacation as of March 31, 2022.

DATED at the Town of Pictou this 7 day of June, 2023.

FOR THE UNION

FOR THE EMPLOYER



Nicholas Keating
President, CUPE Local 281



Kyle Slaunwhite
Chief Administrative Officer
Town of Pictou

MEMORANDUM OF AGREEMENT

- between -

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 281

- and -

TOWN OF PICTOU

RE: Nova Scotia Environment Certificates held by Mike MacKenzie, Kevin Crews and Steven Bowen

WHEREAS the Town of Pictou and CUPE have agreed to recognize \$0.25/hour increases for obtaining Nova Scotia Environment Certificates and per Appendix A of this Agreement;

AND WHEREAS the Town of Pictou and CUPE recognize not all certificates are required by all employees.

AND WHEREAS the Town of Pictou and CUPE identify the Water and Wastewater Treatment Plant as facilities requiring "treatment" certificates to operate.

AND WHEREAS the Town of Pictou and CUPE identify Mike MacKenzie, Kevin Crews and Steven Bowen as holding these tickets but not part of the Environmental Services department;

AND WHEREAS the Town of Pictou and CUPE do not want to have negative impacts on remuneration per the conditions within Appendix A;

AND WHEREAS the Town of Pictou and CUPE recognize minimal benefit to these employees that hold treatment certificates;


BE IT THEREFORE RESOLVED that CUPE and the Town agrees to continue to recognize Mike MacKenzie's, Kevin Crew's and Steven Bowen's treatment certificate remuneration level but with the understanding that employees will maintain the certificates at their own cost.

DATED at the Town of Pictou this 7 day of June, 2023.

FOR THE UNION


Nicholas Keating
President, CUPE Local 281

FOR THE EMPLOYER


Kyle Slounwhite
Chief Administrative Officer
Town of Pictou