



Collective Agreement

- Between -

TOWN OF NEW GLASGOW

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 281**

March 1, 2021– March 31, 2026

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THIS AGREEMENT MADE THIS 13th DAY OF June, 2023, A.D.

BETWEEN:

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

Party of the First Part

AND:

TOWN OF NEW GLASGOW
hereinafter referred to as the "Employer",

Party of the Second Part

ARTICLE 1 - PURPOSE

1.01 Purpose

The purpose of this Agreement is to promote and maintain harmonious relations between the Employer and Employees; to define more clearly the wages and conditions of employment; to provide a method of amicably settling grievances or differences which may from time to time arise; to promote the mutual interest of the Employer and Employees; and to provide for the carrying on of the Employer's business under methods which will further to the fullest possible extent the safety and well-being of the Employees, together with efficiency and economy of operating and service to the tax payers.

It is recognized by this Agreement to be the duty of both parties to co-operate fully, both collectively and individually, for the promotion of the aforesaid conditions.

1.02 Except as otherwise covered in this article, persons whose jobs are not in the Bargaining Unit shall not work on any jobs or perform the duties of any persons included in the Bargaining Unit except and for purposes of experimenting, troubleshooting within the Water Treatment Plant, instruction or in emergencies when regular Employees are not available to perform the work. For the purpose of this article, an emergency is a state of emergency when declared by the duly authorized Mayor, Chief Administrative Officer or Director of Engineering and Public Works.

The parties further agree that Supervisor may perform minor work within the workplace during times when staff is not readily available and provided the performance of the work does not exceed approximately fifteen (15) minutes.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that it is the function of the Town to exercise the regular and customary function of Management and to direct the working forces of the Town subject to the terms of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.

The Employer has the right to make, implement and alter from time to time reasonable rules and regulations to be observed by the Employees. Any rules or regulations or changes in such rules or regulations made by the Employer shall not be in conflict nor inconsistent with the provisions of this Agreement. No rule shall be binding on the Employee unless clear and unequivocal and brought to the attention of the Employees.

Without restricting the generality of the foregoing, immediate discipline up to and including discharge any Employee covered by this Agreement who if found guilty of any of the following offences:

- a) Consuming intoxicating liquor or cannabis or non-medical use of drugs during working hours, reporting for work or being at work in an intoxicated condition;
- b) Falsely claiming or reporting illness;
- c) Stealing, giving away or appropriating to their use or that of another person, any money, supplies, materials or other property of value belonging to the Employer. Whether property is of value or not is to be determined by the Employer;
- d) Refusing to obey a legitimate order from Management, or, without undue provocation is insolent to representatives of Management;
- e) Being absent from work for five (5) or more consecutive working days without notifying the Employer;
- f) Harassing and/or intimidating behaviours towards fellow Employees and/or direct supervisors.

ARTICLE 3 - DEFINITIONS

- 3.01 The term "**Employee**" as used in this Agreement shall be deemed to include the Employees as set out in the order of certification by the Nova Scotia Labour Relations Board, Order No. 231, dated March 11, 1953, including (1) Public Works Department - Transportation Services, Mechanical Services, Environmental Services, Water Treatment Services (2) Fire Department, (3) Community Development Department (outside workers), and Town Hall Custodian excepting the confidential Employees, Supervisor and those above the rank of Supervisor.

- a) **Full Time Employee** – an Employee who usually works the hours set out in Article 8 - Hours of Work.
- b) **Seasonal/Casual/Term Employee** – an Employee hired by the Town for short-term work, shall be referred to as “seasonal/casual/term Employees”. Seasonal/Casual/Term Employees shall acquire temporary seniority during a continuous employment period. Further details are provided in Article 9.04.
- c) **Student Employee** – an Employee who is a summer student or co-op student. At no time will these students replace bargaining unit Employees covered by this Collective Agreement. Student Employees are excluded from coverage of this Collective Agreement. Summer students will only be employed between May 1st and September 15th.
- d) **Grievance** – any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement (Article 7.02).
- e) **Hours of Service** – means the *Commercial Vehicle Drivers' Hours of Service Regulations as per the Motor Vehicle Act of Nova Scotia R.S.N.S 1989, c293*.
- f) **Division/Departmental Seniority** - Seniority shall be used in determining the preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force and recall as set out in other provisions of this Agreement.
- g) **Master Seniority** - Seniority is defined as the length of service in the bargaining unit and shall include service with the Town prior to the certification and recognition of the Union.
- h) **Temporary Employees** – Employees hired by the Town for on-going projects or operational needs, shall be referred to as “temporary Employees”. The dismissal of a temporary Employee for lack of work and/or budget funding, incompetence or misconduct, shall not be the subject for a grievance. (as already referenced current collective agreement in 9.04).
- i) **Day** – Means 12:00:01 a.m. to 11:59:59 p.m.
- j) **Day Shift (NGFD)** – Means a Shift as hereinafter defined for Operator-Firefighters of the Fire Department which commences at 6:00 a.m. and ends at 6:00 p.m.
- k) **Night Shift (NGFD)** – Means a Shift as hereinafter defined for Operator-Firefighters of the Fire Department which commences at 6:00 p.m. and ends at 6:00 a.m. on the following day.

- l) **Part-time/Spare (NGFD)** – Means Operator-Firefighters who are not in full-time positions, but who works from time to time when called upon by the Employer, or who may be assigned to a shift for covering a full-time Operator-Firefighter who is out on LTD, WCB, or sick leave for an extended period of time.
- m) **Shift (NGFD)** – Means a period of twelve (12) hours, from 6:00 a.m. until 6:00 p.m. or 6:00 p.m. until 6:00 a.m. the following day.
- n) **Shift (PW Mechanics)** – Means a period of ten (10) hours, from 6:00 a.m. to 4:00 p.m. of the same day.

ARTICLE 4 - RECOGNITION

4.01 Bargaining Agent

The Town recognizes the New Glasgow Civic Workers' Union, Local 281, Canadian Union of Public Employees, as the sole collective bargaining agent for the Employees described in Article 2 above, and it is mutually agreed that "Union Shop" conditions shall prevail during the term of this Agreement. New Employees shall become members of the Bargaining Unit starting on their first day of employment.

4.02 Notices on Bulletin Board

The Town agrees to permit the use of a Bulletin Board at the (1) Municipal Operations Building, (2) Fire Department, (3) PW - Water Treatment Services, and (4) PW – Environmental Services for the posting of notices regarding matters of interest to the members of the Union, providing that such notices are signed by the Secretary of the Union, Local 281, C.U.P.E.

4.03 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.

4.04 Supplementary Agreements

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

ARTICLE 5 - CHECK-OFF

5.01 Union Dues

The Town agrees to deduct dues and assessments from the wages of the Employees once each month, and to pay the amount deducted to the Secretary-Treasurer of the Union before the 10th day of the following month. The amounts to be so deducted will be the amounts stated in a directive to be given to the Town by

the Union; such directive to bear the signature of the Secretary-Treasurer of the Union and the seal of the Union.

5.02 Dues Supporting Documentation

Along with deductions, the Employer will provide an electronic spreadsheet indicating the month covered by the deductions and the following information for all CUPE Employees from whose wages the deductions have been made: name, address, employment status (such as full-time, part-time, seasonal temporary, casual), classified/job title, regular earnings, regular hours paid, and dues deducted. Union dues are paid on all regular hours. The Employer will send the spreadsheet to the Local Union Secretary-Treasurer.

ARTICLE 6 – LABOUR MANAGEMENT COMMITTEE

6.01 Labour Management Committee

A Labour Management Committee shall be established for each department consisting of equal Employee representatives from CUPE (including Union President) and supervisor(s) and/or Director from each of the departments. 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 on the request of either Party to this Agreement but in no event shall there be a longer period than six (6) months elapse between meetings and the first meeting will be held within sixty (60) days following the signing of this Agreement. There will be a minimum of two (2) meetings per year.

There will be a Labour Management Committee for each department (Public Works, Community Development, and Fire Department). The Custodian may be included in the Community Development Labour Management Committee.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Town acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Union Grievance Committee shall consist of the Union President and Shop Stewards for each of the (1) PW - Transportation Services, (2) Fire Department, (3) PW - Environmental Services, (4) PW - Mechanical Services, (5) PW - Water Treatment Services, (6) Community Development – Outside Workers. The Union Steward may assist any Employee, whom the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure set out in this Agreement.

7.02 Definition of Grievance

A grievance shall be defined as "any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement".

7.03 Handling of Grievance

An Employee with a grievance will submit the grievance to their Shop Steward or another member of the Union Committee, in the event the Shop Steward is not reasonably available.

Informal Step

In respect to aggrieved Employees in the Engineering and Public Works Departments, the aggrieved Employee and a Shop Steward shall seek to settle the grievance with the Department Supervisor, if any, prior to commencing Step 1.

STEP 1

The grievor and a Shop Steward, shall within seven (7) working days of the incident giving rise to the grievance, take the grievance up with the Director of Engineering and Public Works/Director of Fire, Inspection, and Emergency Services / Director of Community Development. The Director of Engineering and Public Works/Director of Fire, Inspection, and Emergency Services / Director of Community Development shall give their decision to the grievor within four (4) working days after the grievance was received.

STEP 2

If the action of the Director of Engineering and Public Works/Director of Fire, Inspection, and Emergency Services /Director of Community Development, in Step 1, does not settle the grievance, then the grievor may submit the grievance, in writing, within seven (7) days of the response received in Step 1, stating the grievance, the article allegedly violated and the redress sought, to the Chief Administrative Officer of the Town of New Glasgow, who shall consider the grievance and respond within seven (7) days after receipt of the grievance.

7.04 Grievances for Suspension or Discharge

An Employee who claims to have been suspended or discharged without just cause, may initiate their grievance at Step 2 of the grievance procedure, but must do so within four (4) working days of the suspension or discharge.

The period of days in a Rule that permits or requires something to be done in a number of days does not include any of the following:

- (a) the day the period begins;
- (b) Saturdays and Sundays within the period;
- (c) any weekday the Town of New Glasgow main office is closed during the period;
- (d) the day on which a thing is required, or first permitted, to be done.

7.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, of where a group of Employees or the Union has a grievance, Step 1 of the grievance procedure may be bypassed. It is the intention of the parties that the procedure provided for under this paragraph shall be reserved for grievances of a general nature and that it shall not be used to bypass the regular grievance procedure provided for Employees.

7.06 Written Decisions

Decisions or settlements arrived at, in writing, between the responsible Town Department Head or Chief Administrative Officer, the Employee and the responsible Union official, in the adjustment of any Employee grievance, shall be final and binding upon the Town, the Union and the Employee or Employees concerned.

7.07 Replies in Writing

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

7.08 Permission to Leave Work

The Town agrees that neither the Union Steward nor any Town of New Glasgow paid-hourly Firefighter shall be hindered, coerced, restrained or interfered with in any way in the performance of their duties on behalf of the Union, while investigating disputes and presenting grievances as provided in this Article or responding to emergency fire calls within the Town of New Glasgow, as the case may be. The Union recognizes that each Steward or paid-hourly Firefighter is employed by the Town and that they will not leave their immediate work during working hours to deal with Union matters or fire calls within the Town of New Glasgow without obtaining the permission of their supervisor, which permission will be considered and given at the earliest convenient time.

7.09 Facilities for Grievances

The Town and Union agree that all meetings during the grievance procedure shall be private and confidential. Where facilities are required to hold a meeting during the grievance procedure, the Town shall provide such facilities.

7.10 Time Limits

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

7.11 Amending of Time Limits

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

ARTICLE 8 - ARBITRATION

8.01 Arbitration Procedure

When either party requests that a grievance be submitted for arbitration (and in cases where there has been a reply in Step 2 of the grievance procedure within ten (10) days of such reply) a request shall be made by notice hand-delivered to the other party or sent by registered mail addressed to the other party. The party initiating the arbitration shall indicate in the notice the name of its nominee to an arbitration board. Within five (5) days thereafter, the other party shall answer by hand-delivered notice or registered mail indicating the name and address of its appointee.

A Single Arbitrator may be used if mutually agreed by the parties.

If the party receiving the notice fails to appoint an arbitrator, the appointment shall be made by the Minister of Labour upon request of either party.

An arbitrator appointed under the terms of this Article shall proceed with all dispatch to resolve the matter in dispute.

8.02 Decision of the Arbitrator

The decision of a Single Arbitrator shall be final, binding and enforceable on all parties. An Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this agreement. The Arbitrator shall have the power to dispose of a grievance by an arrangement which it deems just and equitable. The Arbitrator shall have the power to modify penalties.

8.03 Expenses of the Arbitrator

Each of the parties to arbitration shall equally share the fees and expenses of a Single Arbitrator.

8.04 Amending of Time Limits

Time limits fixed in this Arbitration Procedure may be extended by consent of the parties.

8.05 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of the Employee or Employees involved and any necessary witnesses. All reasonable arrangements shall be made to permit the conferring parties or arbitrators to have access to the Town's premises to view any working conditions which may be relevant to the settlement of the grievance.

8.06 Designation of Supervisor

For purposes of the grievance procedure, the immediate designated supervisor of every Employee shall be their Supervisor and in the case of Operator-Fire Fighters,

the immediate designated supervisor shall be the Director of Fire, Inspection, and Emergency Services, and in the case of Community Development (Recreation and Programs & Events) outside workers, the immediate designated supervisor shall be either the Active Living Manager or the Programs, Culture & Events Manager depending on the nature of work.

8.07 Right to have Steward Present

An Employee shall have the right to have their Steward present at any discussions with supervisory personnel which the Employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall, where possible, notify the Employee in advance of the purpose of the interview in order that the Employee may contact their Steward to be present at the interview.

8.08 Personnel Records

An Employee shall have the right at any time to have reasonable access to and review their personnel record. Any Employee shall have the right to make copies of any material contained in their personnel record.

All matters of disciplinary nature shall be removed from the Employee's personnel file after they have been on file for a period of two (2) years provided that no other discipline of a like nature has been placed on file within that period.

ARTICLE 9 - SENIORITY AND PROMOTIONS

9.01 Definition of Seniority

Seniority is defined as the length of service in the bargaining unit and shall include service with the Town prior to the certification and recognition of the Union. Seniority shall be used in determining the preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force and recall as set out in other provisions of this Agreement. Seniority shall operate on a departmental basis. For the purpose of seniority there shall be three (3) departments and the Town Hall Custodian of the Town's operation, namely:

1. A) Public Works Department - Transportation Services
B) Public Works Department – Environmental Services
C) Public Works Department – Mechanical Services
D) Public Works Department – Water Treatment Services
2. Fire Department
3. Community Development Department – outside workers
4. Town Hall Custodian

Master Seniority is defined as the length of service in the bargaining unit and shall include service with the Town prior to the certification and recognition of the Union.

Division/Department Seniority shall be used in determining the preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall as set out in other provisions of this Agreement.

9.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each Employee's service commenced. Where two or more Employees commence work on the same day, preference shall be in accordance with the job application evaluation and interview scoring dependant upon the category scoring criteria being provided in advance of the interview. An up to date seniority list shall be sent to the Union and posted on all bulletin boards in Transportation Services, Fire Department, Environmental Services, Mechanical Services, Water Treatment Services, Community Development Department – outside workers in January of each year. It shall be the responsibility of the Union to point out any errors in the seniority list. In the absence of any complaint from the Union within 30 days after the seniority list is sent to the Union, the Town shall be entitled to assume that the seniority list is correct.

In the event a casual Employee is hired full time, their seniority date shall be calculated by crediting the Employee with the full-time service equivalent of seniority of the actual service time served as a casual Employee.

9.03 Probation For Newly-Hired Employees

A newly-hired Employee shall be on probation for the first six months of their employment. After completion of the probationary period, seniority shall be effective from the date hired in the full-time position and seniority accumulated to that point will be pro-rated. The parties agree that Appendix "B" attached hereto is an accurate listing of seniority by department as of the 1st of June 2013.

9.04 Seasonal/Casual/Term Employees

Employees hired by the Town for short term work, shall be referred to as "seasonal/casual/term Employees". Seasonal/Casual/Term Employees shall acquire temporary seniority during a continuous employment period. The dismissal of a seasonal/casual/term Employee for lack of work, incompetence or misconduct, shall not be the subject for a grievance until such time as the seasonal/casual/term Employee has been employed by the Town for more than two seasonal periods.

"Seasonal/Casual/Term Employee" shall be defined as an Employee who works not more than eight (8) months annually unless agreed by the Union.

Temporary Employees

Employees hired by the Town for on-going projects or operational needs, shall be referred to as "temporary Employees". The dismissal of a temporary Employee for lack of work and/or budget funding, incompetence or misconduct, shall not be the subject for a grievance.

"Temporary Employee" shall be defined as an Employee the Town hires to address on-going projects or operational needs, but which need exists from time to time, and in no event for periods of greater than eight (8) months in duration in any one period. Temporary Employees shall not work for the Town for more than a total of eight (8) months in any calendar year without the written consent of the union.

The Town shall not have more than five (5) seasonal/casual/term and/or temporary Employees employed at any one time without the advance written consent of the Union.

9.05 Loss of Seniority

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

An Employee does not accumulate seniority when they are absent from work because of layoff or leave approved by the Town or leave with no pay which was not booked or not used as vacation or sick leave.

An Employee on Long-term Disability (L.T.D.) shall continue to accrue seniority; however, they will not continue to accrue sick leave or vacation during the period of L.T.D.

An Employee shall only lose their seniority in the event:

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

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

- (d) An Employee who is not in receipt of Long-term Disability (L.T.D.) benefits, whose sick leave credits have been exhausted and who is not available for work within a one (1) year period.

- (e) The Employee is laid off for a period of two (2) years.

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

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

9.07 Promotion and Staff Changes

(1) Job Posting

When the Town creates a new position in the bargaining unit, or when the Town declares a vacancy of a temporary or permanent nature within the bargaining unit, the Town shall immediately notify the Union in writing and post notice of the position in the Town's offices and at the Municipal Operations Building, Fire Department, Water Treatment Plant, Environmental Services Building, Community Development – Outside Workers so that Union members will know of the vacancy or new position.

(2) Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, required related job experience, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. The Town reserves the right (as part of the qualifications and requirements) to require candidates to perform satisfactorily on psychophysical tests, mechanical aptitude tests and general knowledge tests to be carried out by an independent training organization.

(3) No Outside Advertising

When a person is needed to fill a position within the Town's work force, other than that of labour classification, the Town may engage a new Employee having the necessary qualifications and requirements for such position, if it is not possible to obtain a presently qualified person from within the present working force of the Town. No outside advertising for any vacancy shall be placed until the applications of present Union members have been fully processed.

- (4) Role of Seniority and Promotions, Transfers and Staff Changes**
Both parties recognize the principle of promotion within the service of the Town and that job opportunities should increase in proportion to length of service. Therefore, in making changes, transfers, or promotions within a department of the bargaining unit, the appointment shall be made of the Employee-applicant with the greatest departmental seniority who has the required qualifications in accordance with the clause "information in postings". Appointments from within the bargaining unit shall be made within six weeks of posting; the job shall be filled within two weeks of appointment.

Employees temporarily assigned to a higher-rated position shall receive the higher rate for the position on the first day of the assignment. An Employee temporarily assigned to a lower-rated position shall not have their rate reduced.

- (5) Trial Period**
The successful applicant (permanent employee) shall be notified within three (3) weeks following the end of the posting period. The Employee shall be given a trial period of six (6) months, during which time they will receive the necessary training for the position. The Town shall not curtail the trial period without just cause, before it has run its full course. Conditional upon satisfactory service, the Employee shall be declared permanent after the period of six months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable or unwilling to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other permanent full-time Employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority.

- (6) Notification to Employee and Union**
The Union shall be notified of all promotions, demotions, hirings, 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.

- (7) Training**
In order to give Employees the opportunity of becoming qualified for higher classifications, the Town agrees to select Employees from time to time deemed to be suitable for training by seniority with best ability to train. While being trained, and until such time as trainees are certified by the Director of Engineering and Public Works, Director of Community Development, Director of Fire, Inspection, and Emergency Services or designate to be qualified for a higher classification, their hourly rate of pay will remain at the rate paid immediately previous to their selection as trainees. The Union

shall have the right to make formal representations on behalf of any Employee before certification is granted. In the event that changes are made to classifications that require Employees to maintain or upgrade their qualifications, such training shall be provided at no cost to Employees.

All training required and/or approved in advance by the Town shall be eligible for travel expenses to be covered by the Town as per the Travel and Conference Policy.

Employees are required to have the necessary licenses and tickets to maintain their present job classification and the Employer shall provide the necessary training for existing Employees in order for them to do so. If the Employer requests/requires an upgrade in a licence or certification, such upgrading process will be at no cost to the Employee.

(8) Lay-Offs and Recalls

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

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of lay off in a division/department, Employees shall be laid off in the reverse order of their Master seniority. An Employee about to be laid off may bump any Employee with less Master seniority, providing the Employee exercising the right is qualified to perform the work of the Employee with less Master seniority.

Employees shall be recalled to work in order of their Master seniority provided the Employee exercising their seniority is qualified to perform the work of the recalled position. No new Employee shall be hired to fill the position of an Employee on lay off until those Employees laid off have been given an opportunity of recall.

(9) Advance Notice of Lay-off

The Town shall give Employees notice of lay-offs as required by the Labour Standards Code of Nova Scotia.

(10) Grievances on Lay-offs and Recalls

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

9.08 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 their rate reduced.

ARTICLE 10 - HOURS, OVERTIME AND HOLIDAYS

10.01 Normal Hours of Work

(a) Public Works Department - Transportation Services, Environmental Services, Water Treatment Services

The normal hours of work shall be eight (8) hours per day, five days per week, constituting a forty (40) hour week, and shall be from 8:00 A.M. to 4:00 P.M., Monday through Friday inclusive, with thirty (30) minutes off for lunch. Unless otherwise instructed by the Supervisor, the Employees shall report to the applicable Public Works shop. During the year, the regular schedule for two designated members (New Glasgow) of the transportation services division will normally be from 4:00 A.M. to 12:00 NOON. There will be no off-site coffee breaks although crews will be permitted to have coffee during the work period provided one person per crew is able to go get the coffee and the work being performed during that time does not come to a standstill. All applicable Employees must comply with the Commercial Vehicle Drivers' Hours of Service Regulations as per the *Motor Vehicle Act of Nova Scotia R.S.N.S. 1989, c.293*.

(b) Public Works Department - Mechanical Division

The Mechanical Division will operate with two shifts and two crews with the normal working hours shifts (ten (10) hours/shift) for the shifts outlined as Monday to Thursday from 6:00 A.M. to 4:00 P.M. and Tuesday to Friday from 6:00 A.M. to 4:00 P.M.

(c) Fire Department

The Fire Department will operate with twelve (12) hours shifts – day shifts and night shifts. Day shift from 6:00 A.M. to 6:00 P.M. and Night shift from 6:00 P.M. to 6:00 A.M.

(d) Community Development Department – outside workers

The Community Development Department (outside workers) will operate with eight (8) hours shifts.

(e) Town Hall Custodian

The Town Hall Custodian will operate with eight (8) hours shifts.

10.02 (a) Compensation for Overtime, On-Call and Call-Back

Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours in any one (1) day. Time and one-half (1½) shall be paid for work performed on Saturdays. Employees called out for emergency work on weekdays and Saturday shall receive a minimum of four and one-half (4½) hours of regular pay or time and one-half (1½) for actual hours worked, whichever is greater. Employees eligible for overtime, on-call, and call-back must be actively working full-time hours without restrictions.

(b) Work on Sundays

Any work performed on Sundays shall be paid for at the rate of double time (2X) for all Employees. Employees called out for emergency work on Sunday shall be paid a minimum of four and one-half (4½) hours pay or double time for time worked, whichever is greater.

(c) Overtime Assignment

The Employer agrees that in the event that overtime is required and authorized, the senior person on the particular job site location who is qualified to do the work shall be given first opportunity for such overtime assignment.

(d) Salting Duties

Public Works Department Employees required for salting duties will be called out for work in rotation when required between the period of December 1st to April 20th annually at \$325.00 per week. For all other overtime work, Employees shall be called out in order of departmental seniority.

(e) Stand-by Pay (for Environmental Services and Water Treatment Services)

For the term of the Collective Agreement, the rate will be \$325.00 per week. The parties agree that the stand-by Employees list shall be drawn on an equitable basis from a list of all qualified Employees within the Environmental Services and Water Treatment Services that have expressed an interest to be on stand-by. Chargehands from Environmental Services and Water Treatment Services are eligible for Stand-by Pay.

(f) Overtime Past Midnight (Public Works and Community Development Departments)

Employees who work overtime past midnight shall comply with the *Commercial Vehicle Drivers' Hours of Service Regulations Motor Vehicle Act of Nova Scotia R.S.N.S. 1989, c.293* before being required to return to work their regular shift. Such time off shall have no effect on the Employee's regular hours of work or pay. A log book must be maintained to record the hours of service for each operator.

10.03 Meals During Overtime

An Employee who is required to work a minimum of four (4) hours overtime immediately before or after their eight (8) hour work day or is required to work an unscheduled eight (8) hour shift, shall be granted reasonable time with pay, as determined by the Employer, in order that they may take a meal break either at, or adjacent to, their place of work. It is understood that the meal break for the eight hour unscheduled shift will be taken as close to the midpoint of the shift as reasonably possible. Under such conditions, they shall be reimbursed their

expenses for one (1) meal, not to exceed twenty-five dollars (\$25.00) and must be purchased within the Town of New Glasgow boundaries. Employees shall submit meal receipts with an expense claim to their supervisor and reimbursement will be completed within one week or immediately from petty cash. In lieu of meal payments, the Employer reserves the right to provide meals.

10.04 Time in Lieu at Request of Employee

- (a) Compensation for overtime shall be paid except where the Employee elects to bank their overtime hours in the form of time off in lieu of overtime hours worked. The Employee shall be entitled to bank up to ninety-six (96) hours 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, they may upon at least seven (7) days notice to the Director of Engineering & Public Works, Director of Fire, Inspection, and Emergency Services, Director of Community Development, or Executive Assistant request time off in minimum segments of one day (8 hours or 10 hours or 12 hours depending on shift schedule). The decision as to whether or not to grant time off in lieu of overtime shall be at the discretion of the Director of Engineering & Public Works, Director of Fire, Inspection, and Emergency Services, Director of Community Development or Executive Assistant 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, master seniority shall prevail.

10.05 Holidays (Public Works, Fire, Community Development (outside) Departments and Town Hall Custodian

All permanent Employees working shifts of eight (8) or ten (10) hours, except Operator-Fire Fighters, shall be paid eight (8) or ten (10) hours at their regular rate for the following Statutory Holidays:

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

and for Civic Holidays declared by the Town, Province or Federal Government.

The Employer acknowledges that an Employee's religious beliefs may require time away from work on a day of religious observance and/or time for prayer during scheduled work hours.

If any of the above holidays fall on a Saturday or Sunday, for premium pay purposes the day designated for the holiday shall be the Monday immediately following the holiday. If Christmas or Boxing Day fall on a Saturday and Sunday, for premium pay purposes the days designated shall be the Monday and Tuesday immediately following the holidays.

10.06 Compensation for Work on a Statutory Holiday

Employees, except Operator-Fire Fighters, called out for work on a Statutory or Civic Holiday for which they are already being paid, shall be paid at the rate of double time for all time worked.

10.07 Compensation for Operator-Fire Fighter on a Statutory Holiday

A Operator-Fire Fighter shall be paid twelve (12) hours at the regularly scheduled hourly rate for the following Statutory Holidays provided the Operator-Fire Fighter has worked their regularly scheduled working day immediately proceeding and immediately following the Holiday:

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

and for Civic Holidays declared by the Town, Province or Federal Government.

The Employer acknowledges that an Employee's religious beliefs may require time away from work on a day of religious observance and/or time for prayer during scheduled work hours.

If any of the above holidays fall on a Saturday or Sunday, for premium pay purposes the day designated for the holiday shall be the Monday immediately following the holiday. If Christmas or Boxing Day fall on a Saturday and Sunday, for premium pay purposes the days designated shall be the Monday and Tuesday immediately following the holidays.

An Operator-Fire Fighter working on a Statutory Holiday or Civic Holiday for which they are already paid, shall be paid an additional twelve (12) hours at their regular rate.

An Operator-Fire Fighter may elect to bank up to ninety-six (96) hours in lieu in any one calendar year and must be used in that calendar year. This cannot be used as an add-on to vacation if it has an impact on another Employee receiving their vacation or causes hardship in scheduling. Where an Employee has built up

a bank of time off in lieu of overtime, they may upon at least seven (7) days notice to the Director of Fire, Inspection, and Emergency Services request time off in minimum segments of twelve (12) hours. The decision as to whether or not to grant time off in lieu of overtime shall be at the discretion of the Director of Fire, Inspection, and Emergency Services 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.

10.08 Operator-Fire Fighter Schedule

The schedule of the full-time and part-time Operator-Fire Fighters of the Fire Department shall be subject to the direction of the Fire Chief. Scheduling shall be based on twelve (12) hour shifts. The Fire Chief shall be responsible for the terms of duty for each of the Operator-Fire Fighters. Article 10.01(a & b), 10.02 and 10.03 shall not apply to Operator-Fire Fighters. In addition to driving and operating fire equipment, the Operator-Fire Fighter shall be responsible for maintaining the Fire Station and the fire equipment in a good and clean condition and in proper working order.

There shall be a minimum of two (2) Operator-Fire Fighters operating the Ariel Ladder when this equipment is in use. An extra Operator-Fire Fighter shall be called into work to meet with this requirement.

ARTICLE 11 - VACATION AND LEAVE

11.01 Vacation Accumulation

The Town agrees to grant vacations with pay to Employees covered by this Agreement according to the following scale:

After one (1) year's service	2 weeks
After three (3) years' continuous service	3 weeks
After ten (10) years' continuous service	4 weeks
After fifteen (15) years' continuous service	4 weeks
After sixteen (16) years' continuous service	4 weeks + 1 day
After seventeen (17) years' continuous service	4 weeks + 2 days
After eighteen (18) years' continuous service	4 weeks + 3 days
After nineteen (19) years' continuous service	4 weeks + 4 days
After twenty (20) years' continuous service	5 weeks
After twenty-five (25) years' continuous service	6 weeks

Vacations must be taken in a year in which they become due. Employees entitled to three, four or five weeks' vacation in any year shall be permitted to take three, four or five consecutive weeks only upon approval of the Director of Engineering and Public Works, Director of Fire, Inspection, and Emergency Services, Director of Community Development or the Executive Assistant, whose decisions shall be final and not subject for grievance.

The Employee's vacation period shall include the Employee's normal days off immediately before and immediately after the Employee's paid vacation leave.

While off on Workers' Compensation, the Employee may only accumulate a maximum of one (1) year's entitlement of vacation credits.

11.02 Qualifying Period

The qualifying period for vacations shall be from January 1 to December 31 inclusive in any year. Vacations shall be granted insofar as possible between the 1st of June and the 30th of September of each year. Employees shall post their vacation request prior to May 1st of each year. If the Director of Engineering and Public Works, Director of Fire, Inspection, and Emergency Services, Director of Community Development, or the Executive Assistant in their discretion, indicates that too many Employees have chosen vacation for any one period, preference for vacation for that period shall be according to seniority.

Newly hired Employees shall have vacation prorated in the remainder of the first calendar year and may take vacation, pro rata, and in accordance with schedule, or vacation pay in lieu.

11.03 Vacation Use

All Employees must take vacation in minimum of one (1) week blocks. No single day vacation days will be allowed unless approved by the Director of Engineering and Public Works, Director of Fire, Inspection, and Emergency Services, Director of Community Development, or the Executive Assistant.

11.04 Payment For Unused Vacation

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

11.05 Bereavement Leave

In the case of death in the Immediate Family of an Employee, the Employer shall grant a leave of absence ("Bereavement Leave") to such Employee during which they shall receive their pay up to forty (40) regularly scheduled hours for 8 and 10-hour shift Employees and up to a maximum of forty-eight (48) regularly scheduled hours for 12-hour shift Employees. This Bereavement Leave shall be regular working shifts and may be either immediately subsequent to and including the day of death or immediately prior to and including the day of burial.

Immediate family shall be defined as spouse, domestic partner, son, daughter, father, mother, sister, brother, mother-in-law, father-in-law, stepmother, stepfather, step-brother, step-sister, step-child, son-in-law, grandparent, grandchild, daughter-in-law, and brother-in-law/sister-in-law. 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 three (3) 8-hour, or 10-hour, or 12-hour shifts shall apply to leave of absence taken in the case of death of any relative permanently residing in the Employee's household or with whom the Employee permanently resides.

This Bereavement Leave shall be regular working shifts and may be either immediately subsequent to and including the day of death or immediately prior to and including the day of burial.

Bereavement Leave of one (1) 8-hour, or 10-hour, or 12-hour shift shall apply to aunt, uncle, step-grandparent, step-grandchild, niece, nephew or cousin.

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

11.06 Sick Leave / Union Leave

An Employee who is unable to report for work must contact their immediate supervisor prior to a minimum of one (1) hour before the start of their respective shift on each day the Employee is unable to report to work. The Employee must text or call their Supervisor directly and if the Supervisor is unavailable the Employee must leave a voice message indicating the reason for the inability to report to work. The practice of emails will not be accepted.

(a) Sick Leave Accumulation

Sick leave credits shall be cumulative to a maximum of one thousand, four hundred and forty hours (1440) hours.

(b) Rate of Sick Leave Accumulation

All Employees shall accumulate sick leave credits at the rate of twelve (12) hours per month.

Each Part-Time Employee (NFGD) working on a shift schedule will accumulate sick leave credits to a maximum of eight (8) hours per month.

(c) Injury on the Job

Loss of time due to injury on the job shall be considered WCB leave.

(d) Payment for Sick Leave

An Employee, subject to established sick credits, shall receive their normal income for all days lost due to illness, if in accordance with the obligations outlined in 11.07 and 11.07(g). An Employee, while in receipt of sick leave pay, shall not engage in any other form of employment.

(e) Abuse of Sick Leave

Any Employee who abuses their sick leave benefits may be disciplined. Fraudulently applying for and obtaining sick leave may be cause for discipline, up to or including immediate dismissal. Where an Employee's absenteeism is excessive (that is above the bargaining unit's average at the time of the identification of potential issue and efforts to reduce usage fail) and/or possibly being used in questionable circumstances, the Employer shall meet with the Union to discuss its position. If not resolved, then the Employer may require a medical examination by an independent medical practitioner. When an Employee is directed to such independent medical practitioner, all expenses incurred in attending such appointments shall be paid by the Employer.

(f) Sick Leave Records

Sick Leave records shall be kept by the Town.

(g) Sick Leave Documentation

In order to be eligible for paid sick leave, the permanent Employee shall produce a medical certificate signed by a licensed medical practitioner after one (1) day's absence if requested by the Employer. Casual Employees shall be required to produce a medical certificate signed by a licensed medical practitioner before any sick leave will be granted. The medical certificate must describe the nature, and if known, the anticipated duration of the illness. If a medical certificate is required and a fee is required, the Employer will reimburse the Employee for the fee based on the receipt.

(h) Additional Sick Leave Coverage – Long-term Disability

The Town and the Union acknowledge that the Town has Long-term Disability with an Insurance provider. The Town and the Union acknowledge that this Long-term Disability plan coverage is based on the Long-term Disability contract with the Insurance provider covers all Employees of the Town except seasonal and probationary Employees. All eligible Employees who are off sick for a period in excess of the elimination period provided by the Insurance provider shall immediately make application for coverage under the Insurance Provider's Long-term Disability Plan.

(i) Leave for Personal Preventive Medical and Dental Care

Upon seven (7) days' advance notice to the Director of Engineering & Public Works, Director of Fire, Inspection, and Fire Services, Director of Community Development or the Executive Assistance, an Employee may request time off up to two (2) hours per calendar month 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 may be required to show proof of medical or dental appointments.

Upon reasonable notice and suitable proof of an appointment or test, an Employee may be granted a full day off (with pay and without deduction from other benefits, but coded as "sick time") for an attendance for personal medical or dental appointments or test outside of Pictou County, subject to the discretion of the Chief Administrative Officer or the Director of Engineering and Public Works, which discretion shall be exercised in a fair and equitable manner.

(j) Union Leave

The Town agrees to grant leave with pay to members of the Union to enable them to attend Provincial and National Conventions of C.U.P.E. and the Federation of Labour, but in no event shall the combined total number of person days of such nominees exceed ten (10) days per fiscal year and with further provisions that at no time shall more than two (2) members be given leave.

(k) Pregnancy and Parental Leave

The provisions of the Nova Scotia Labour Standards Code, as amended from time to time, respecting Pregnancy Leave and Parental Leave shall apply to all Employees hereunder.

During pregnancy and parental leave, the Employee has the option of maintaining any of the insurance plans and the pension plan, based on 100% of earnings. The Town shall notify the Employee in writing of the option and the date beyond which the option may no longer be exercised at least 10 days prior to the last day on which the option be exercised to avoid an interruption in benefits. Where the Employee opts in writing to maintain a benefit plan, the Town shall continue to pay its share and the Employee shall pay their share for all premiums for such plan.

11.07 Family and Emergency Leave

Employees shall receive up to forty (40) hours leave per year with pay in the event the Employee has a serious fire or flood or home emergency or due to a serious family issue/emergency at the discretion of the Chief Administrative Officer, or if the Chief Administrative Officer is not available, then with the permission of the Town Engineer.

During the illness of a spouse, including common-law spouse, children or parents, in which out of town medical appointments may be required, the Employee shall be entitled to use a maximum of sixteen (16) hours accumulated sick leave time from their respective sick bank per year for this purpose.

11.08 Leave for Court

Leave of absence without loss of regular pay shall be given to an Employee other than an Employee on leave of absence without pay or under suspension, who is required:

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in any proceedings for an employment related matter held:
 - (i) in or under the authority of a court or tribunal; or
 - (ii) before an Arbitrator.
- (c) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered time worked.
- (d) The leave of absence under Article 9.09 shall be sufficient in duration to permit the Employee to fulfill the witness or jury obligation. The Employee shall give the Employer any non-expense monies received from the courts.

ARTICLE 12 - SAFETY AND HEALTH

The Town of New Glasgow Occupational Health and Safety Management System applies to all Town of New Glasgow Employees.

The Town of New Glasgow Occupational Health and Safety Management System is a systematic approach to achieving positive safety outcomes for Employees. The Town of New Glasgow aspires to be the occupational health and safety (OH&S) best practice municipal leader of Nova Scotia. Our goal is influenced by: our safety vision, the aspirations of our Employees for a safe workplace, the commitment of our management for a safe workplace, legal requirements under the Nova Scotia Occupational Health and Safety Act and its Regulations, OH&S system management standard as set out in the Nova Scotia Certificate of Recognition Standard, and the April 8, 2008 Provincial Court decision: R. v. New Glasgow (Town), 2008 NSPC 15.

The Town of New Glasgow Occupational Health and Safety Management System will be based on the Certificate of Recognition Standard (2006) with two additional elements: Violence and Harassment in the Workplace and a Return-to-Work Program as well as a Respect in the Workplace Policy.

12.01 Reporting of Health and Safety Hazards

The Town agrees to make reasonable 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.

12.02 First Aid Facilities

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

12.03 Injury at Work

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

12.04 (a) Workers' Compensation - Pay Supplement

An Employee prevented from performing their regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation Act shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and the rate of pay of their classification. Pending a settlement of the insurable claim, the Employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustment.

(b) Continuation of Pay

In order to continue receiving their regular salary, the Employee shall assign their Compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation as a deduction from gross income on the Employee's income tax (T-4) form in a special box.

The Employee shall have a pro-rated amount of sick leave deducted from their sick leave bank for the time they are in receipt of WCB top-up from the Employer. For greater clarity, the existing practice is maintained in that the Town tops-up the WCB contribution to the Employee's wage rate until accumulated sick days are exhausted.

ARTICLE 13 - CLOTHING AND TOOLS

13.01 Personal Protective Equipment and Clothing & Boot Allowance

(a) PUBLIC WORKS DEPARTMENT

The Town will supply all protective clothing for the active Transportation Services, Environmental Services, Mechanic Services, and Water Treatment Services as required. Protective clothing and equipment shall be in the care and supervision of the Supervisor and shall be issued accordingly. Any personal protective equipment (PPE) will be supplied on a reasonable basis and shall be the proper size to fit the individual Employee and PPE is defined as:

- Safety helmets/hard hats
- Gloves
- Hearing protection – ear plugs
- Safety glasses
- Speciality PPE like respirators and harness shall be issued as required (Employee to maintain care and control)

Prescription safety glasses will be provided (if required and when required not more often than once every two (2) years).

The Town will supply each Employee of the Transportation Services, Environmental Services, and Water Treatment Services (except for seasonal Employees) with coveralls. Two (2) pair of coveralls per year and the Town will provide. One pair of insulated winter coveralls to be replaced when no longer serviceable (or no earlier than 2 years). Both pairs of coveralls will be in accordance with regulations of the retro-reflective striping and will be provided by the Town.

The Town agrees to provide all Mechanics with coveralls as per the Town's cleaning service contract and one (1) pair of insulated winter coveralls to be replaced when no longer serviceable (or no earlier than 2 years). Both pairs of coveralls will be in accordance with regulations of the retro-reflective striping and will be provided by the Town.

The Town will supply each Employee of the Transportation Services, Environmental Services, Water Treatment Services, and Mechanical Services (except for seasonal Employees) with one (1) pair of safety rubber boots, one (1) pair of safety insulated winter rubber boots and one (1) high visibility rain suits, to be replaced when no longer serviceable (or no earlier than 2 years).

The Town will supply each Employee of the Transportation Services, Environmental Services, Water Treatment Services, and Mechanical Services (except for seasonal Employees) with one (1) high visibility winter jacket (properly sized) per term of the collective agreement. Timing will be determined when jackets are no longer serviceable (or earlier than 3 years) and in consultation with the respective shop stewards.

(b) COMMUNITY DEVELOPMENT DEPARTMENT

The Town will supply all protective clothing for the Community Development Department outside Employees as required. Protective clothing and equipment shall be in the care and supervision of the Supervisor and shall be issued accordingly. Any personal protective equipment (PPE) will be supplied on a reasonable basis and shall be the proper size to fit the individual Employee and PPE is defined as:

- Gloves
- Hearing protection – ear plugs
- Safety glasses
- Speciality PPE like respirators and harness shall be issued as required (Employee to maintain care and control as well as have the proper training for usage)

Prescription safety glasses will be provided (if required and when required not more

often than once every two (2) years).

(c) TOWN HALL CUSTODIAN

The Town will supply all protective clothing for the-Town Hall Custodian as required. Protective clothing and equipment shall be in the care and supervision of the Supervisor and shall be issued accordingly. Any personal protective equipment (PPE) will be supplied on a reasonable basis and shall be the proper size to fit the individual Employee and PPE is defined as:

- Gloves
- Hearing protection – ear plugs
- Safety glasses
- Speciality PPE like respirators and harness shall be issued as required (Employee to maintain care and control as well as have the proper training for usage)

Prescription safety glasses will be provided (if required and when required not more often than once every two (2) years).

(d) Clothing and Boot Allowance

The Town agrees to provide the Public Works Department Divisions of Transportation Services, Environmental Services, Water Treatment Services, Mechanic Services, the Community Development Department outside workers and Town Hall Custodian, a clothing allowance of \$250.00 per year per Employee. The \$250.00 clothing allowance will be paid directly to each eligible (not seasonal) Employee on April 1st of each year. The clothing allowance payment shall only be made to Employees actively at work. Employees are not to wear dirty, torn, ripped, faded or badly worn clothing to work.

The Town agreed to provide Public Works Department Divisions of Transportation Services, Environmental Services, Water Treatment Services, Mechanic Services, the Community Development Department outside workers and Town Hall Custodian, a boot allowance of up to \$250.00 + TAX per year per Employee and this will be provided through the purchase order process. The boot allowance shall only be provided to full time Employees actively at work.

(e) Operator-Fire Fighters

The Town will supply all protective clothing for the Operator-Fire Fighters as required. Protective clothing and equipment shall be in the care and supervision of the Supervisor and shall be issued accordingly. Any personal protective equipment (PPE) will be supplied on a reasonable basis and shall be the proper size to fit the individual Employee and PPE is defined as:

- Gloves
- Hearing protection – ear plugs
- Safety glasses

Prescription safety glasses will be provided (if required and when required not more often than once every two (2) years).

All clothing items for the full-time Operator-Fire Fighters and part-time Spare Operator-Fire Fighters who are working on a shift schedule must be black or navy blue in colour: 2 pair trauma pants, 2 uniform shirts, and 1 job shirt per year to be ordered annually by the Employer.

The remaining items are on an as-needed basis for each full-time Operator-Fire Fighter: 2 golf shirts with NGFD logo or/ 2 T-shirts with NGFD logo, 2 quarter zip job shirts with NGFD logo, 1 three-season jacket (every three (3) years), 1 leather belt, 1 radio belt or reflective replacement. All items to be ordered annually by the Employer.

It is understood that all full-time Operator-Fire Fighters and Casuals/Part-time/Spare with more than two (2) full years (in full time) service are to have a full-dress uniform consisting of the following: 1 dress tunic, 1 pair dress pants, 1 dress cap with badge, 1 white dress shirt, and 1 black tie. The Employer will determine when these items are ordered and will do its best to arrange for fittings.

The Operator-Fire Fighter shall be provided with one (1) pair winter boots every two years or one (1) pair of summer boots in alternate year. The boots will be purchased through the Town's purchase order process. The Operator-Fire Fighter shall be provided with leather driving boots as needed based on inspection by the Director of Fire, Inspection, and Emergency Services.

13.02 Care of Clothing

Employees will use all reasonable care to avoid loss or damage to clothing as supplied by the Town and as required by the Director of Engineering and Public Works, Director of Fire, Inspection and Emergency Services and Director of Community Development.

13.03 Tool Allowance

(a) There shall be a tool allowance for Mechanics and the Metal Fabricator who have satisfied the Director of Engineering and Public Works and Director of Corporate Services that they have and maintain in their opinion a full set of tools in the amount of up to five hundred dollars (\$500.00) semi-annually. The said allowance is to be paid retroactively and for reimbursement of actual amounts spent up to the maximum allowance. Upon presentation of an expense report with attached receipts must align to the respective period for the tools up to September 30th and March 31st respectfully in each fiscal year. Should a Mechanic's or Metal Fabricator's employment be terminated before either of such duties, the amount of allowance paid will be pro-rated to date of termination.

(b) The Employer shall provide all the necessary tools for Employees to perform the duties of the Former classification.

13.04 Laundry Service

For members of the Public Works Mechanical Services Division or Employees when actually performing mechanical or bodywork, the Town shall provide a laundry service for coveralls once per month. For Operator-Fire Fighters of the Fire Department, the Town shall provide laundry service for winter parkas twice per season.

ARTICLE 14 - NO DISCRIMINATION

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

ARTICLE 15 - TRUCK DRIVERS AND EQUIPMENT OPERATORS

15.01 Valid License Requirement

Subject to those currently active Employees that are for valid and lawful reasons unable to obtain or maintain a valid Nova Scotia Class 3 License. It shall be a requirement that all Employees shall have a valid Nova Scotia driver's license of the class necessary to operate all vehicles. All new Employees shall have a minimum of a valid Nova Scotia (or transferable equivalent) of a Class 3 Motor Vehicle driver's license. Any Employee who fails to obtain and maintain such a driver's license or who has their license suspended or revoked for a period in excess of six (6) months shall be dismissed for cause by the Town.

Any training to upgrade licenses for job requirements will be at the Town's expense.

15.02 Medical Examination

All Operator-Fire Fighters in the Fire Department shall undergo an annual medical examination by a medical doctor approved by the Town and conducted at the Town's expense in order to assess the Employee's medical suitability to operate the fire fighting equipment and vehicles.

15.03 Loss of License

Any Employee who loses their driver's license for medical reasons and who still has the physical capability (as certified by a medical doctor) will be subject to the Town's duty to accommodate.

ARTICLE 16 - PENSION AND EMPLOYEE BENEFITS

The Town shall provide medical and dental plans for all Employees, except seasonal Employees, with such terms and conditions similar to the policy presently in place by the service provider.

16.01 Cost Sharing of Plans

It is agreed that a condition of employment or continuance thereof shall be that all eligible Employees shall contribute forty percent (40%) and the Employer shall contribute sixty (60%) of the premium rates of Group Life Insurance and Employee Benefits Plans, except as noted in 16.03.

16.02 Retirement

All Employees of the Town shall be retired from their employment as per the Town of New Glasgow Pension Plan text.

16.03 Premiums and Pension

- (1) The Employer pays sixty (60%) and the Employee pays forty (40%) of the cost of premiums including life, dependent life, accidental death & dismemberment (AD&D), Long-Term Disability, medical and dental insurance.
- (2) If the full cost of life, dependent life, accidental death & dismemberment (AD&D) and Long-Term Disability insurance is higher than the forty (40%) contribution by the Employee, the Employer will pay the premium difference and the Employee will receive a taxable benefit annually on the statement of remuneration paid (T4). This process allows the life, dependent life, accidental death & dismemberment (AD&D) coverage and Long-Term Disability insurance to be received tax-free by the Employee.
- (3) There shall be no changes made to the Long-Term Disability insurance, life, dependent life, accidental death & dismemberment (AD&D), or medical and dental insurance plans without prior consultation with the Union.
- (4) The Employee contributions to the pension plan area based on a pension calculation of two (2%) percent per year of service as of January 1, 1992. The Town agrees to contribute to the pension plan based on the amount determined by an actuarial report completed as required by Pension Act legislation.
- (5) The Town of New Glasgow agrees that two representatives of the Local will sit on the Pension Committee at all times and agrees to meet once a year. Any training or conferences deemed necessary for the Local Representative to attend, and agreed to by the Town in advance, acting reasonably, the Town will cost share at an amount not to exceed \$1500 every two years and

agrees to allow for absence of up to two (2) person days per year. These two (2) days shall not be considered as Union Leave, Article 9:07 (j).

ARTICLE 17 - DURATION

17.01 It is agreed between the parties that this contract shall remain in force until midnight, **March 31, 2026**, and from year to year after the expiry date of this contract unless notice in writing is served to either party at least sixty (60) days prior to the 31st day of March 2026, and proposed changes in the contract are given not less than thirty (30) days prior to the said 31st day of March 2026.

ARTICLE 18 - TRANSITION

18.01 The working hours and rates of pay to be effective under this contract as of the 1st day of March 2021.

ARTICLE 19 - CONTRACTING OUT

19.01 No Reduction in Permanent Employees

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

19.02 Operator-Fire Fighters and Use of Paid Hourly Members

The parties agree that Paid Hourly Members shall not be taken on by the Town and assigned the Driving duties as performed by the full-time Operator-Fire Fighters.

ARTICLE 20 - RESIDENCE REQUIREMENT

20.01 All Employees of the Town hired after the 1st day of March 1985, will, as a condition of employment, retain their ordinary place of residence within one (1) hour's drive from the New Glasgow Municipal Operations Building on East River Road, New Glasgow, Nova Scotia.

Current Employees of the Town presently living outside of this radius shall continue to do so. Any change of residence by a current Employee of the Town must be effected so as to stay within or come within such radius.

ARTICLE 21 - WAGES

21.01 (a) Agreement of Appendix "A"

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

(b) Pay Day

The Town shall pay its Employees on every 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 a manual pay for any Employee who, because of errors created by the Employer does not receive their pay by electronic deposit, the Employer shall issue the pay cheque on the next day.

(c) Classifications

The following classifications shall be utilized in conjunction with the schedule of wage rates in Appendix "A".

PUBLIC WORKS DEPARTMENT

Transportation Services Division

Grounds Maintenance – Seasonal/Term

Provides seasonal support to Grounds and Sidewalk Maintenance staff for the maintenance of public spaces owned by the Town. The position requires that the Employee is capable of operating power driven and push lawnmowers, spacing saws, grass trimmers and other related equipment. The Employee must be physically able to perform many varied labor tasks. This may include, but is not limited to; litter pick up, sweeping, painting, landscaping, brush cutting, trails maintenance, ditch and waterway cleaning, playing/sports field maintenance and general grounds maintenance. Must maintain a valid Class 5 driver's license with a clean abstract. Must accept other labour duties as assigned by the supervisor.

Grounds and Sidewalk Maintenance

Provide grounds maintenance for public spaces owned by the Town. The position requires that the Employee is capable of operating power driven and push lawnmowers, chainsaws, spacing saws, grass trimmers and other related equipment. The Employee must be physically able to perform many varied labor tasks. This may include, but is not limited to; litter pick up, sweeping, painting, landscaping, brush cutting, trails maintenance, ditch and waterway cleaning, playing/sports field maintenance and general grounds maintenance Traffic control, general labour and maintenance tasks are key responsibilities under this position. Must maintain a valid Class 5 driver's license with a clean abstract. In the winter, responsible for operating snow and ice control (SNIC) equipment and performing labour tasks as required, primarily related to winter operations and general Public Works maintenance activities. This winter position is required primarily to maintain a high level of service for sidewalk snow and ice control, but also involves all aspects of Public Works maintenance activities.

Labourer

Must maintain a valid Nova Scotia Class 5 driver's license with a clean

abstract. Must possess the physical capability to conduct the following duties: physical lifting, pick and shovel, asphalt and concrete raking, carpenter and/or former assistant, street and traffic sign installation including operating gas or air powered hammer. Must accept other labour duties as assigned by the supervisor.

Operator Transportation Services Class 1

Maintains a valid Nova Scotia Class 5 driver's license, with Air Brake Endorsement, to operate all equipment up to 14,000 kg trucks with air brakes, front-end loaders and backhoes for purposes of loading materials. Performs other duties as specified by the Supervisor. Duties include operating equipment, mowing grass, street and line painting, and other related duties including labourer. Must possess a Nova Scotia Commercial Safety College or equivalent operator skills ticket for all equipment within this classification, for which certification is provided.

Operator Transportation Services Class 2

Maintains a valid Nova Scotia Class 3 driver's license, with Air Brake Endorsement to operate equipment within the department fleet. Duties include the operation of vehicles and equipment including trucks with plow or salt, sweepers, sidewalk plow with attachments, front end loader, backhoe for loading. Must demonstrate a good general knowledge of street department duties and must be willing to accept on-going training to maintain the skill level of all equipment within this classification. Must possess a Nova Scotia Commercial Safety College, or approved equivalent, operator skills ticket for all equipment within this classification, for which certification is provided. The Town may provide appropriate training by competent person for additional pieces of equipment not listed above.

Operator Transportation Services Class 3

Maintains a valid Class 3 driver's license, with Air Brake Endorsement to operate all equipment and vehicles within the department fleet. Duties include the operation of all trucks; tandem truck with wing, plow; front-end loaders with plow and wing; street sweeper; sidewalk plow with attachments; backhoe for excavation; vacuum/flusher truck; and grader with wing. Must have a good general knowledge of all aspects of Transportation Services department work including constructing and installing storm sewers and catch basins, etc. Must accept on-going training to maintain skill level of all equipment within this classification. Must possess a Nova Scotia Commercial Safety College, or approved equivalent, operator skills ticket for designated equipment within this classification, for which certification is provided.

Carpenter/Former

Duties include constructing concrete forms for sidewalks, curbs, foundations,

retaining walls, framing, roofing, and repairs to all wood and metal structures, finishing concrete. This position also requires a high degree of skill in preparing building estimates, renovations, concrete finishing, and knowledge of the Building Code. Carpenters shall provide normal carpenter tools, and concrete finishing specialized tools will be provided by the Town.

Charge Hand

The Charge Hand demonstrates a thorough knowledge of all operator capabilities of all street levels and Employee capabilities. They will assign and supervise work, maintain Employee hours, and all necessary reports at the discretion of the Employer. The Charge Hand is expected to fill in for the Supervisor when the Supervisor is on vacation, away due to illness or training, or otherwise off duty on approved leave. In the absence of the Supervisor, duties as acting Supervisor include the usual duties of the Supervisor including but not limited to direction of afterhours work. Charge Hands are provided with a Town cell phone.

Environmental Services Division

Environmental Services Maintenance Worker

Maintains a valid Nova Scotia Class 3 driver's licence, with Air Brake Endorsement to operate all trucks within the Department. Demonstrates a thorough knowledge of repair and installation of water and sewer mains, service laterals, and fire hydrants. Accepts on-going training to remain current in position. Performs other duties including labourer when so requested by supervisor. Must possess a Nova Scotia Commercial Safety College or equivalent operator skills ticket for all equipment within this classification, for which certification is provided.

Plumber/Utility Maintenance Worker

As a certified (journeyperson) plumber, the Employee is responsible to install, repair and maintain meters, pipes, fixtures, and other plumbing equipment used for water distribution and wastewater disposal in residential, commercial, and industrial buildings. All work associated with water meters, including water meter reading, is a primary function of this position. Duties as a utility maintenance worker include the maintenance, repair and installation of water and sewer distribution mains (storm and sanitary), service laterals, valves and valve boxes, manholes, catch basins, fire hydrants, and sewer lift stations. A thorough knowledge of municipal water distribution systems is mandatory for this position. Department of Environment and Climate Change (NSECC) Operator Certification will be required to work in the Environmental Services Department. Accepts on-going training to remain current in position. Maintains a Register of Motor Vehicles (NS) vehicle license(s) to operate most trucks and equipment within the Department. Performs other duties, including labour when so requested by supervisor.

Charge Hand

Primarily responsible for the maintenance, repair and installation of water and sewer distribution mains (storm and sanitary), service laterals, valves and valve boxes, manholes, catch basins, fire hydrants, and sewer lift stations. A thorough knowledge of water and sewer distribution systems, including leak detection, is mandatory for this position. Must have a minimum Water Distribution Level II and Wastewater Collection Level II certifications in accordance with Department of Environment and Climate Change (NSECC) Operator Certification. Maintain a valid Nova Scotia Class 3 drivers license, with Air Brake Endorsement, to operate all vehicles and equipment in the Division. Must be willing to accept continuous training to stay current in Environmental Services distribution systems. The Chargehand is expected to fill in for the Supervisor when the Supervisor is on vacation, away due to illness or training, or otherwise off duty on approved leave. In the absence of the Supervisor, duties as acting Supervisor include the usual duties of the Supervisor including but not limited to direction of work afterhours. Must be able to maintain all records and documentation, including time sheets and inventory, in the absence of or under the direction of the Supervisor. Must accept other duties as assigned by the Supervisor, including labour. Chargehands are provided with a Town cell phone.

Mechanical Division

Mechanic

Must possess a Truck and Transport or heavy duty license, automotive license, and one Inspection certification listed below. Must strive to obtain any other Journeymen's licences, approved by the Town, that would be an asset to the Town of New Glasgow. Must possess or obtain other inspection certifications to cover the following classes; PLC, HC-A, HC-B, T-1/2, and T-3. Must be able to work independently on all equipment assigned. Must accept other duties as assigned by their supervisor including vehicle and shop clean-up. Must be able to accept training to maintain skill for all equipment maintained by the Department.

Welder/Metal Fabricator

Maintains a valid Welding certification, for duties required, with a minimum of five (5) years' experience in all position welding. Duties include all aspects of body repair, painting and possess a good general knowledge of metal fabrication. Must be able to work unsupervised. Must accept on-going training as requested and must accept other duties as assigned by the supervisor. As a certified (*journeperson*) Welder and Metal fabricator in the Town's mechanical shop the Employee will be responsible for designing, cutting, fastening, and shaping metal using electric arc, oxyacetylene flame, or other processes. The Welder/Metal Fabricator will be involved in the creation of new structures or objects or may be required

to repair existing ones. The Welder/Metal Fabricator constructs and manufactures metal parts and products, taking particular care to produce clean, polished welds. The Employee follows blueprints, determines material measurements, and takes responsibility for fabricating parts used in later assembly processes. They are responsible for the quality of their output, so they must be able to perform simple tests to ensure weld quality and tolerance. The position also repairs, restores, and replaces damaged body parts such as glass, trim, panels, cross members, plastic components, front end components, underbody components, interior components, and doors and frames. Work associated with autobody repair is included in this position. Examples are repairing dents, scratches, seams, buckles, rust areas, and holes.

Chargehand

In addition to possessing a Truck and Transport and Automotive license, and applicable Motor Vehicle Inspection certifications, the Chargehand must possess a sound knowledge of all mechanical equipment and accept on-going training to maintain the appropriate skill level for maintenance and repair of all equipment in the Department's fleet. Must prioritize and delegate all work to be assigned to the mechanics and metal fabricator / welder. Must be able to maintain all records and documentation in the absence of or under the direction of the Mechanical / Transportation Supervisor. The Chargehand must participate in the development and the execution of a preventative maintenance program / element adopted by the Division. The Chargehand is expected to participate in the inventory control system for the Mechanical Division. Must maintain and update all necessary documentation to keep compliance for the National Safety Code including but not limited to Daily Vehicle Circle Check sheets and "Wheel Pull" documents. The Chargehand must maintain an accurate list of Motor Vehicle inspection due dates and execute as applicable. The Chargehand is expected to fill in for the Supervisor when the Supervisor is on vacation, away due to illness or training, or otherwise off duty on approved leave. In the absence of the Supervisor, duties include the usual duties of the Supervisor including but not limited to maintenance of the time sheets and invoices and the direction of afterhours work. Must accept other duties as assigned by the Mechanical / Transportation Supervisor. Chargehand shall be provided with a Town cell phone.

Water Treatment Plant

Water Treatment Plant Operator 1

Must be certified as a Level (Class) I Operator under the Nova Scotia Department of Environment Operator Certification Program. Must possess a valid Class 5 license to operate all equipment in the Water Treatment Department. Duties, under the direction of the Water Treatment Plant

Supervisor, include checking all water and sewage pumping stations. Must be able to make independent judgement on these stations as well as analyse the daily readings from problem areas. Must adjust chemical doses and perform scheduled duties in the Water Treatment Plant as directed by the supervisor. Must be able to take necessary training to meet changing regulations required for this classification.

Water Treatment Plant Operator 2

Must be certified as a Level (Class) II Operator under the Nova Scotia Department of Environment Operator Certification Program. Must possess a valid Class 5 license to operate all equipment in the Water Treatment Department. Duties, under the direction of the Water Treatment Plant Supervisor, must possess all necessary skills and qualifications to operate New Glasgow Water Treatment Plant including maintenance duties, lab work, etc. Must possess strong mechanical aptitude and computer skills, as well as excellent troubleshooting skills. Must be willing to take on-going training to stay current in operating requirements of the Plant. Must possess a valid Nova Scotia Department of Environment Water Treatment Plant Class 2 designation.

Water Treatment Plant Operator 3

Must be certified as a Level (Class) III Operator under the Nova Scotia Department of Environment Operator Certification Program. Must possess a valid Class 5 license to operate all equipment in the Water Treatment Department. Duties must be capable to providing necessary supervision to the Water Treatment Plant, associated booster stations, water storage facilities and sewage pumping stations. Must possess all necessary skills and qualifications to operate New Glasgow Water Treatment Plant including maintenance duties, lab work, etc. Must possess strong mechanical aptitude and computer skills, as well as excellent troubleshooting skills. Must be willing to take on-going training to stay current in operating requirements of the Plant. Must possess a valid Nova Scotia Department of Environment Water Treatment Plant Class 3 designation.

Water Treatment Plant Operator 4

Must be certified as a Level (Class) IV Operator under the Nova Scotia Department of Environment Operator Certification Program. Must possess a valid Class 5 license to operate all equipment in the Water Treatment Department. Duties must be capable to providing necessary supervision to the Water Treatment Plant, associated booster stations, water storage facilities and sewage pumping stations. Must possess all necessary skills and qualifications to operate New Glasgow Water Treatment Plant including maintenance duties, lab work, etc. Must possess strong mechanical aptitude and computer skills, as well as excellent troubleshooting skills. Must be willing to take on-going training to stay current in operating requirements of the Plant. Must possess a valid Nova Scotia Department of

Environment Water Treatment Plant Class 4 designation. Level IV certification must be approved by the Town prior to obtaining this higher Class.

Chargehand - Water Treatment Plant

Must be certified as a Level (Class) IV Operator under the Nova Scotia Department of Environment Operator Certification Program. Must possess a valid Class 5 license to operate all vehicles in the Water Treatment Division. Must be capable to providing necessary supervision and complete operation and maintenance of the Water Treatment Plant, associated booster stations, and water storage facilities. Must possess all necessary skills and qualifications to operate New Glasgow Water Treatment Plant including maintenance duties, lab work, etc. Must possess strong mechanical and electrical aptitude and computer skills, as well as excellent troubleshooting skills. Must be willing to take on-going training to stay current in operating requirements of the Plant. Must possess a valid Nova Scotia Department of Environment and Climate Change (NSECC) Water Treatment Plant Class 3 designation. Level IV certification must be approved by the Town prior to obtaining this higher Class. Must prioritize and delegate maintenance work to be assigned to the Plant Operators and Contractors. Must be able to maintain all records and documentation in the absence of or under the direction of the Water Treatment and Supply Manager. The Chargehand must participate in the development and the execution of a preventative maintenance program / element adopted by the Division. The Chargehand is expected to fill in for the Manager when the Manager is on vacation, away due to illness or training, or otherwise off duty on approved leave. In the absence of the Manager, duties include the usual duties of the Manager including but not limited to maintenance of the time sheets and invoices and the direction of afterhours work. Must accept other duties as assigned by the Water Treatment and Supply Manager. Chargehand shall be provided with a Town cell phone.

After Hours Monitoring and Plant Control Schedule

- (a) Operators shall, on a rotating basis, be responsible for afterhours monitoring and plant control, by using technology supplied by the Town, for one (1) full 7-day week.
- (b) The Operators shall fill in, on as equal a basis as is reasonably possible, for the Employee designated to perform after hours monitoring and plant control if designated Employee is not available to do so as a result of sickness, vacation or other leave.
- (c) Employees responsible for afterhours monitoring and plant control shall remain within a proximity to the Water Treatment Plant that permits them

to arrive at the Plant within about thirty (30) minutes of normal driving time of being notified of a requirement to do so. 'Callouts' to plant will be paid as provided in this Collective Agreement.

- (d) New plant personnel, in all classes, shall undergo a period of plant training and operating experience, which period shall not exceed six (6) months, before being authorized by the Superintendent to conduct unsupervised plant operation and to be included in the afterhours monitoring and plant control schedule.
- (e) If the Town introduces new technology for afterhours monitoring and plant control, the Town will provide appropriate technical training if this is reasonably necessary.
- (f) MPWWA / AWWA – The Town will pay for MPWWA / AWWA membership fees for WTP (Water Treatment Plant staff). The Town will pay for registration and reasonable expenses consistent with Town travel policy for the attendance for two (2) operators per year at the MPWWA conference – one (1) Water Treatment operator and one (1) Water/Wastewater operator.

FIRE DEPARTMENT

Operator-Fire Fighter

Maintains the required Nova Scotia motor vehicle license Class 3 with air brake endorsement necessary to operate all Fire Department equipment and a minimum Level I Fire Fighters' Certificate with pump operator's and aerial course from an accredited Fire School or a recognized municipal entity that operates an in-house course. Maintains vehicles and equipment in clean condition and proper working order. This involves loading heavy hoses and equipment on and off the fire trucks. Drivers must also have the physical capability to complete the various expectations of the fire trucks' operations.

COMMUNITY DEVELOPMENT DEPARTMENT (outside)

Full Time - Recreation Maintenance Worker

Reporting to the Director of Community Development, this position leads the maintenance and safeguarding of the community development property assets of the Town of New Glasgow. These assets include athletic fields, playgrounds, parks, courts, fitness equipment, community centres, Glasgow Square and other amenities as required. Performs a variety of semi-skilled tasks relating to various specialty trades that include, but are not limited to general carpentry, plumbing, and mechanical. Responsible for playground inspections, building inspections and general turf maintenance. This position requires a strong emphasis on manual labour.

During summer season, this position is responsible for communicating direction to student labourers.

*Note – A supervision rate for this role will be applied during the four (4) months involving the supervision of summer students.

Programs & Events Maintenance Worker

Reporting to the Program & Events Manager, this position is responsible for the day-to-day set-up and tear-down of programs and events in accordance with proceedings happening within the Town of New Glasgow. Additional responsibilities include custodial care/duties at Glasgow Square from the period of November 1st to May 1st, minor repair and routine maintenance of town infrastructure and its equipment, and responding to a wide variety of Town requests during events. This position requires a strong emphasis on manual labour and the ability to liaise with community groups/organizations on logistics of programs and events.

Full Time - Grounds & Beautification Maintenance Worker (PILOT)

Reporting to the Director of Community Development, this position leads maintenance and care of the various garden beds, planters, and beautification assets of the Town of New Glasgow. These duties include but are not limited to; mulching and weeding of garden beds, planting of various shrubs and greenery, ordering and managing of materials and plants needed for all areas. Additional duties include but are not limited to, installation and care of various Town assets (i.e. Signs, benches, fencing etc.) and supporting all duties under the Department of Community Development when required. This position requires a strong emphasis on manual labour as the position will also act in support of any and all duties under the Department of Community Development, including events, when required. During the summer season, this position is responsible for communicating directions and oversight to summer student labourers.

*Note – A supervision rate for this role will be applied during the four (4) months involving the supervision of summer students.

TOWN HALL CUSTODIAN

Town Hall Custodian

Reporting to the Executive Assistant, the Town Hall Custodian is responsible for the overall cleanliness of the Town Hall, maintenance duties, assist parking meter coin counting as required, butlering, exterior building maintenance, regular security checks and other required building duties.

21.02 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.

ARTICLE 22 - LONG SERVICE AWARD

22.01 Employees who retire from the Town shall receive one hundred and fifty dollars (\$150.00) for every year of service. This would be paid at time of retirement.

ARTICLE 23 - NO STRIKE OR LOCK-OUT

23.01 The Union agrees that there shall be no strike and the Employer agrees that there shall be no lock-out during the life of this Collective Agreement.

ARTICLE 24 - MEDICAL AT RETIREMENT

24.01 Employees are eligible to continue coverage of the Medical Plan after retirement if an Employee retires before age sixty-five (65). The contribution rate shall be shared equally between the retired Employee and the Employer until the Employee reaches the age of sixty-five (65) at which time the Employee will cease to be eligible to remain on the Medical Plan for the Town.

ARTICLE 25 - NEW CLASSIFICATIONS IN UNION

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

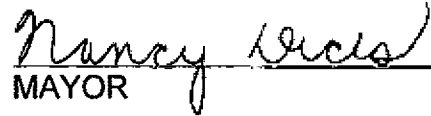
ARTICLE 26 – RETROACTIVE PAY FOR TERMINATED EMPLOYEES (EXCEPT FOR TERMINATION WITH CAUSE)

26.01 A permanent Employee who has served their employment between the termination date of this Agreement and the effective date of the new Agreement shall receive full retroactivity for an increase in wages, salaries, or other prerequisites.

DATED THIS 13th DAY OF JUNE, 2023.

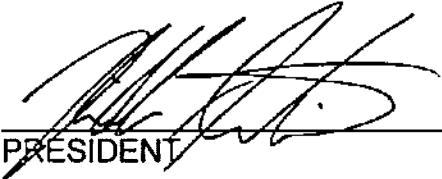
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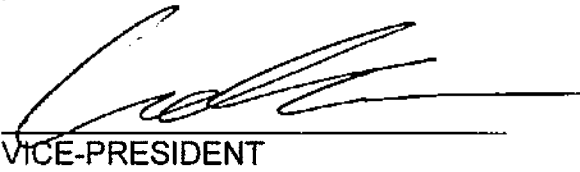
TOWN OF NEW GLASGOW


MAYOR


CHIEF ADMINISTRATIVE OFFICER

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 281


PRESIDENT


VICE-PRESIDENT

APPENDIX "A" - WAGES

	Current	Mar.1/21 3.0% Yr 1	Mar.1/22 5.0% Yr 2	Mar.1/23 3.0% Yr 3	Apr.1/24 3.0% Yr 4	Apr.1/25 3.0% Yr 5
<u>PUBLIC WORKS DEPT</u>						
<u>Transportation Services</u>						
Grounds Maintenance – Seasonal/Term	19.10	19.67	20.65	21.27	21.91	22.57
Grounds & Sidewalk Maintenance	22.83	23.52	24.70	25.44	26.20	26.99
Labourer	22.83	23.52	24.70	25.44	26.20	26.99
Transportation Services Class 1	24.25	24.98	26.23	27.02	27.83	28.66
Transportation Services Class 2	24.97	25.72	27.00	27.81	28.64	29.50
Transportation Services Class 3	26.15	26.93	28.28	29.13	30.00	30.90
Carpenter/Former	26.15	26.93	28.28	29.13	30.00	30.90
Charge Hand	29.66	30.55	32.08	36.04	37.12	38.23
<u>Environmental Services</u>						
*Service Truck/Customer Service Worker	26.15	26.93	28.28	29.13	30.00	30.90
Plumber/Utility Maintenance Worker	26.15	26.93	28.28	29.13	30.00	30.90
Environmental Services Maintenance Worker	26.15	26.93	28.17	29.13	30.00	30.90
With One Level 1 Certification	26.53	27.33	28.70	29.56	30.45	31.36
With Two Level 1 Certifications	26.90	27.71	29.10	29.97	30.87	31.80
With One Level 2 Certification	27.28	28.10	29.51	30.40	31.31	32.25
With Two Level 2 Certifications	27.68	28.51	29.94	30.84	31.77	32.72
Charge Hand	29.66	30.55	32.08	36.04	37.12	38.23
<u>Mechanical</u>						
Apprentice Mechanic	22.64	23.32	24.49	25.22	25.98	26.76
Mechanic	28.32	29.17	30.63	31.55	32.50	33.48
Metal Fabricator/Welder	28.32	29.17	30.63	31.55	32.50	33.48
Charge Hand	29.66	30.55	32.08	36.04	37.12	38.23
<u>Water Treatment Plant</u>						
Water Treatment Plant Operator – Operator in Training (O.I.T.)	26.15	26.93	28.28	29.13	30.00	30.90
With Level 1 Certification	26.52	27.32	28.69	29.55	30.44	31.35
With Level 2 Certification	26.90	27.71	29.10	29.97	30.87	31.80
With Level 3 Certification	29.84	30.74	32.28	33.25	34.25	35.28
With Level 4 Certification	30.20	31.11	32.67	33.65	34.66	35.70
Charge Hand - NEW				36.65	37.75	38.88
<u>FIRE DEPARTMENT</u>						
Operator-Fire Fighter	26.15	26.93	28.28	29.13	30.00	30.90
<u>COMMUNITY DEVELOPMENT DEPARTMENT (Outside)</u>						
Full Time Recreation Maintenance Worker	23.67	24.38	25.60	26.37	27.16	27.98
Recreation Maintenance Supervision (Four (4) Months per Year – during student supervision)	24.69	25.43	26.70	28.37	29.16	29.98
Programs & Events Maintenance Worker	19.10	19.67	20.65	21.27	21.91	22.57
Full Time Grounds and Beautification Maintenance (PILOT*) (Four (4) Months per Year – during student supervision)				26.37	27.16	27.98
				28.37	29.16	29.98
<u>TOWN HALL CUSTODIAN</u>						
Town Hall Custodian	19.10	19.67	20.65	21.27+ \$2.00	23.97	24.69

NOTES:

1. **Charge Hands** rates as indicated per Division of the Public Works Department. All Public Works Department Charge Hands are eligible for stand-by pay. Mechanical Services Chargehand will have approved commercial ticket/license(s) applied as per #4 below.
2. With regards to the **Transportation Services Class 1, 2 and 3** classifications, Employees must have the particular class of license that is required by the Motor Vehicle Act to operate the specific vehicle. It is understood that this change will not cause the reduction of existing rates of pay of Employees.
3. **Public Works** Department Employees: It is intended that all Employees within the **Transportation Services and Mechanical Services** Division who receive approval from the Director of Engineering and Public Works to obtain Level 1 and Level 2 Certification Levels for water and wastewater shall receive an extra 25 cents per hour for each level successfully obtained. The Director of Engineering and Public Works will determine who is required to maintain Level 1 and/or Level 2 Certification Levels based on the alignment of expected core duties.
4. Each provincial commercial ticket/license recognized and 'pre-approved' by the Director of Engineering and Public Works or a Director of Engineering and Public Works approved provincial commercial ticket/license will be compensated with an additional 25 cents per hour for the Employees within the Mechanical Division, effective on the date of signing the Collective Agreement. The Town will pay for the renewal of the commercial/advanced drivers' licenses.

**Town of New Glasgow – CUPE Local 281
DEPARTMENTAL SENIORITY LIST EMPLOYEES
As of March 16, 2023
APPENDIX “B”**

<u>Employee Name</u>	<u>Employee #</u>	<u>Full-time Hire Date</u> <small>(in current Dept.)</small>	<u>First Day Worked</u>
PUBLIC WORKS DEPARTMENT			
<u>PW - MECHANICAL DIVISION</u>			
		<u>Day-Month-Year</u>	<u>Day-Month-Year</u>
Darin Whidden ©	568	5-Aug-07	05-Feb-07
Luke Langille	5053	6-Oct-21	6-Oct-21
Dawson Roberts	5054	12-Oct-21	12-Oct-21
Trevor Dugas	5058	21-Mar-22	21-Mar-22
<u>PW – TRANSPORTATION DIVISION</u>			
Gary MacKenzie	536	14-Dec-99	13-May-80
Jacques Michaud	530	30-Apr-01	28-Aug-00
Ken MacNutt (Class 3)	569	09-Dec-02	28-Jan-02
Jason MacDonald (Class 3)	579	05-Dec-05	05-Jun-02
Roy O'Hara ©	501	17-Jul-06	22-Jul-02
Ken Chisholm (Class 3)	533	17-Jul-06	19-Apr-04
Paul MacLean (Class 3)	503	27-May-08	23-Nov-99
Jeff Deyoung (Class 3)	508	1-Apr-10	16-Oct-98
Gavin Raniowski (Class 3)	593	1-Mar-18	05-May-14
Brad Deyoung (Class 3)	578	1-Mar-18	05-May-14
Wayne Desmond (Labourer)	596	1-Mar-18	12-May-14
Mark Mahoney (Former)	5040	3-Sep-19	3-Sep-19
Keith Aikens (Former)	5041	16-Sep-19	16-Sep-19
'Harvey' Avery (Class 3)	5056	6-June-22	6-Dec-21
Peter Bos (Grounds Maintenance to be Labourer at the time of signing)	5062	To become full time at the time of signing	16-May-22

PW - ENVIRONMENTAL SERVICES DIVISION

		<u>Full Time Date</u>	<u>1st Day Worked</u>
Kevin Fraser	563	29-Dec-80	29-Dec-80
Blake Carrigan ©	581	03-May-04	05-Jun-02
Arthur Tate	580	20-Mar-06	05-Jun-02
Jeff Grant	540	2-Dec-07	30-Oct-06
David Fraser	526	03-May-09	30-Jun-08
Wade Mahar	5027	4-Jul-17	4-Jul-17
Jeremy Gladney	5029	16-Jul-18	10-Jul-17
Nick Keating	5052	30-Aug-21	30-Aug-21
Wesley Moser	5064	25-Jul-22	25-Jul-22
Craig Feit	525	13-Feb-23	30-Jun-08

PW - WATER TREATMENT PLANT

Fraser Burns	570	01-Nov-04	01-Nov-04
James Fulton	5012	31-Aug-15	31-Aug-15
Jason Walsh	5000	4-Jul-16	4-Jul-16

COMMUNITY DEVELOPMENT DEPARTMENT (Outside Workers)

Clarence Fraser	1086	4-Jul-10	17-May-09
Doug Miller	1088	18-Jul-16	21-Jul-11
Robert Johnson	1092	Casual – filling D.Miller vacancy	27-Jun-22
Tracy Feit	594	8-Feb-23	05-May-14

TOWN HALL CUSTODIAN

Mohammad Alzarzour	146	22-Feb-21	22-Feb-21
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FIRE DEPARTMENT

		<u>Full Time Date</u>	<u>Date of Hire</u>
Allan Doyle	304	02-Apr-02	06-Jul-96
John Campbell	302	01-Oct-05	02-Jul-99
Robert Snell	326	19-Oct-14	29-Nov-05
David Niven	303	02-Jan-17	08-Jun-09
Don Grant	300	01-Apr-17	25-Aug-13
Mark MacPherson	307	01-Aug-18	19-Dec-13
Trevor MacDonald	313	22-May-22	27-Apr-16

William (Bill) Chace	318	01-Feb-23	7-Feb-20
Corey Niven	321	05-Mar-23	15-Feb-20
Megan Kenny	316	Part-time/Spare	27-Sep-18
Kevin Kenny	329	Part-time/Spare	1-Dec-21
Mark MacDonald	322	Part-time/Spare	12-Sep-22
Jeffrey Bowman	331	Part-time/Spare	06-Feb-23

CUPE Local 281 Master Seniority List – Town of New Glasgow - as of March 16, 2023

Env. Services	Transportation	Water Treatment	Mechanical	Com. Dev.	Custodian
Employee Name	Employee #	Department	Full-time Hire Date (in current dept.)	First Day Worked	
*Gary MacKenzie	536	PW - Transportation	14-Dec-99	13-May-80	
*Kevin Fraser	563	PW - Environmental Services	29-Dec-80	29-Dec-80	
Jeff Deyoung	508	PW - Transportation	1-Apr-10	16-Oct-98	
Paul MacLean	503	PW - Transportation	27-May-08	23-Nov-99	
*Jacques Michaud	530	PW - Transportation	30-Apr-01	28-Aug-00	
Ken MacNutt	569	PW - Transportation	09-Dec-02	28-Jan-02	
Blake Carrigan	581	PW - Environmental Services	03-May-04	05-Jun-02	
Arthur Tate	580	PW - Environmental Services	20-Mar-06	05-Jun-02	
Jason MacDonald	579	PW - Transportation	05-Dec-05	05-Jun-02	
Roy O'Hara	501	PW - Transportation	17-Jul-06	22-Jul-02	
Ken Chisholm	533	PW - Transportation	17-Jul-06	19-Apr-04	
Fraser Burns	570	PW - Water Treatment Plant	01-Nov-04	01-Nov-04	
Jeff Grant	540	PW - Environmental Services	2-Dec-07	30-Oct-06	
Darin Whidden	568	PW - Mechanical	05-Aug-07	05-Feb-07	
Craig Felt	525	PW - Env. Services	13-Feb-23	30-Jun-08	
David Fraser	526	PW - Env. Services	03-May-09	30-Jun-08	
Clarence Fraser	1086	Community Development	4 Jul 10	17-May-09	
Doug Miller	1088	Community Development	18-Jul-16	21-Jul-11	
Tracy Feit	594	Community Development*	08-Feb-23	05-May-14	
Gavin Raniowski	593	PW - Transportation	01-Mar-18	05-May-14	
Brad Deyoung	578	PW - Transportation	01-Mar-18	05-May-14	
*Wayne Desmond	596	PW - Transportation	01-Mar-18	12-May-14	
James Fulton	5012	PW - Water Treatment Plant	31-Aug-15	31-Aug-15	
Jason Walsh	5000	PW - Water Treatment Plant	04-Jul-16	04-Jul-16	
Wade Mahar	5027	PW - Env. Services	4-Jul-17	4-Jul-17	
Jeremy Gladney	5029	PW - Env. Services	16-Jul-18	10-Jul-17	
Mark Mahoney	5040	PW - Transportation	3-Sep-19	3-Sep-19	
Keith Aikens	5041	PW - Transportation	16-Sep-19	16-Sep-19	
Mohammad Alzarzour	146	Town Hall Custodian	22-Feb-21	22-Feb-21	
Nick Keating	5052	PW - Env. Services	30-Aug-21	30-Aug-21	
Luke Langille	5053	PW - Mechanical	6-Oct-21	6-Oct-21	
Dawson Roberts	5054	PW - Mechanical	12-Oct-21	12-Oct-21	

Harvey Avery	5056	PW – Transportation	6-Jun-22	6-Dec-21
Trevor Dugas	5058	PW – Mechanical	21-Mar-22	21-Mar-22
Peter Bos	5062	PW – Transportation	TO BECOME FT	16-May-22
Robert Johnson	1092	CD – Contract	Casual	27-Jun22
Wesley Moser	5064	PW – Env. Services	25-Jul-22	25-Jul-22

LETTER OF UNDERSTANDING

between

TOWN OF NEW GLASGOW

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 281

RE: LONG-TERM DISABILITY FOR PERIODS GREATER THAN TWO (2) YEARS

The Parties agree that Employees who wish to exercise their seniority within the Bargaining Unit but who have been absent on Long-Term Disability (L.T.D.) for a period greater than two (2) years shall do so only in the event that they can perform the full scope and job description of the position on which they wish to exercise their seniority.

An Employee who satisfies this requirement shall be further subject to the provisions of the Collective Agreement as it pertains to seniority.

DATED THIS 13th DAY OF JUNE, 2023.

SIGNED ON BEHALF OF:

TOWN OF NEW GLASGOW


MAYOR


CHIEF ADMINISTRATIVE OFFICER

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 281


PRESIDENT


VICE-PRESIDENT

LETTER OF UNDERSTANDING

between

TOWN OF NEW GLASGOW

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 281

RE: DRUG AND ALCOHOL TESTING POLICY

The Parties agreed on the Drug and Alcohol Testing Policy on June 28, 2013.

Post-incident:

Town of New Glasgow Employees employed in Safety Sensitive Positions will be subject to post-incident tests for alcohol and drugs. After a work-related accident or other incident (an "Incident") the decision to refer an Employee(s) for a test will be made by an on-site Supervisor investigating the Incident, in conjunction with a second person (e.g. – health professional, Department Head, New Glasgow Regional Police or Town Chief Administrative Officer) wherever practicable.

Reasonable Cause:

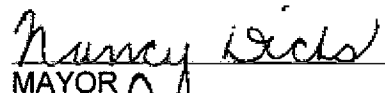
Town of New Glasgow Employees employed in Safety Sensitive Positions will be subject to reasonable cause tests for alcohol and drugs. Where the Town of New Glasgow determines there is reasonable cause to suspect alcohol or other drug use or possession in violation of this policy, testing will be performed. The decision to test shall be made by a Supervisor, in conjunction with a second person (e.g. – health professional, Department Head, New Glasgow Regional Police or Town Chief Administrative Officer) wherever practicable. The decision will be based on specific, personal, and documented observations resulting from, but not limited to:

- Observed use or evidence of use of a substance (e.g. – smell of alcohol);
- Erratic or atypical behaviour of the Employee;
- Changes in the physical appearance of the Employee;
- Changes in the behaviour of the Employee; or
- Changes in the speech patterns of the Employee.

DATED THIS 13th DAY OF JUNE, 2023.

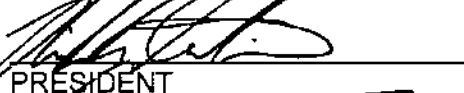
SIGNED ON BEHALF OF:

TOWN OF NEW GLASGOW


MAYOR


CHIEF ADMINISTRATIVE OFFICER

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 281


PRESIDENT


VICE-PRESIDENT

LETTER OF UNDERSTANDING

between

TOWN OF NEW GLASGOW

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 281

RE: NEW GLASGOW FIRE DEPARTMENT CALL-OUT PROCEDURE

The Parties agreed on the New Glasgow Fire Department Call-Out Procedure on October 1, 2013.

Call-out for Shifts:

Up to 2 hours prior to the start of a shift for Day Shift by 4:00 a.m. and Night Shift by 4:00 p.m., if no response or reply call is received, the call will go to the next available Operator-Fire Fighter by order of Seniority.

*A voicemail is left with the called Employee and if no return call is received prior to the 2 hours before the expected start time, then the call goes to the next available Operator-Fire Fighter.

Call-out Phone Numbers:

One phone number is provided by each Operator-Fire Fighter, which is accessible 24 hours a day.

Emergency Calls:

If there is no answer on the first call to the provided phone number by the Operator-Fire Fighter, then the emergency call will go to the next Operator-Fire Fighter by order of Seniority.

DATED THIS 13th DAY OF JUNE, 2023.


SIGNED ON BEHALF OF:


TOWN OF NEW GLASGOW


MAYOR


CHIEF ADMINISTRATIVE OFFICER

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 281


PRESIDENT


VICE-PRESIDENT

LETTER OF UNDERSTANDING

between

TOWN OF NEW GLASGOW

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 281

RE: ENVIRONMENTAL SERVICES DEPARTMENT – GRANDFATHERED ROLES

The Parties agree that **Jeff Grant** will continue as an **Environmental Services Maintenance Worker** although he does not currently hold the required Class 3 Driver's License.

The Parties agree that **Blake Carrigan** will continue in his current role as **Chargehand** although he does not currently hold the required Class 3 Driver's License.

The Parties agree that **Kevin Fraser** will be grandfathered in the role of **Service Truck / Customer Service Worker** until such time that he retires or leaves his employment with the Town. The role title will terminate with Kevin Fraser.

The job description for the **Service Truck / Customer Service Worker** is as follows:
Demonstrates a thorough knowledge of the Town's water and sewer system with particular knowledge of customer problems with domestic water and sewage services. Must have skill and ability to communicate verbally with Utility customers as well as provide advice and skills necessary to rectifying customer problems. Maintain a NS Driver's License to operate a ½ ton vehicle. Perform other duties including labour when so requested by supervisor.

DATED THIS 13th DAY OF June, 2023.


SIGNED ON BEHALF OF:

TOWN OF NEW GLASGOW


MAYOR


CHIEF ADMINISTRATIVE OFFICER

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 281


PRESIDENT


VICE-PRESIDENT

LETTER OF UNDERSTANDING

between

TOWN OF NEW GLASGOW

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 281

"WITHOUT PREJUDICE"

RE: CASUAL POSITION – ENVIRONMENTAL SERVICES

The Union agrees with the Employer and the Casual Employee to the extension of eight (8) months within the Environmental Services Department, position of Maintenance Worker.

The Union and the Employer agree to extend this Casual position up to and including November 31, 2018, or until confirmation on Kevin Fraser's medical status.

Current salary for this position is \$24.52/hr.

This position will be a unionized position and will be paid at the appropriate rate as per the collective agreement.

DATED this 13th day of JUNE, 2023.

TOWN OF NEW GLASGOW

Nancy Deets
MAYOR

[Signature]
CHIEF ADMINISTRATIVE OFFICER

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 281**

[Signature]
PRESIDENT

[Signature]
VICE-PRESIDENT