

Municipality of the County of Annapolis

and

Canadian Union of Public Employees

Local 4549

(Effective Date of Signing to March 31, 2027)

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ARTICLE 1 - PREAMBLE

1.01 The purpose of this Collective Agreement is to record terms and conditions of employment that have resulted from collective bargaining, to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, other services and wages and benefits as set forth in this agreement, to promote morale, well-being and security of all the Employees in the bargaining unit in accordance with the applicable provisions of this Agreement, and to provide a method of settling grievances or differences which may arise with respect to matters covered by this Agreement.

Therefore, the Parties agree as follows:

ARTICLE 2 - RECOGNITION AND GUARANTEES BY THE EMPLOYER AND UNION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 4549 as the sole exclusive collective bargaining agent for a bargaining unit consisting of all regular full-time and regular part-time employees employed in the Municipal Operations Department including Lead Hands, Sewer and Water Treatment Operators, Maintenance Technicians, Facility/Parks Labourers, General Labourer but excluding casual employees, Capital Projects Coordinator, office employees, and those employees of the rank of Manager of Operations and above those excluded by paragraphs (a) and (b) of Subsection (2) of Section 1 of the *Trade Union Act*.

2.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not perform work regularly performed by Employees in the bargaining unit, except,

- (a) in cases of emergency when qualified Employees are not available;
- (b) when the performance of the work does not reduce the hours of work or pay of any Employee in the bargaining unit below the then current number of hours of work or the then existing pay of such Employee; and
- (c) the Director of Municipal Operations or their designate performed the work at such times as they were coordinating a project or carrying out training or quality control inspections.

2.03 No Other Agreement

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

2.04 Union Representatives

The Union agrees to appoint an Employee in the bargaining unit as the shop steward to act as the official, local spokesperson for the Union membership along with the President of the Local. The shop steward and the President of the Local shall seek approval from the immediate supervisor to leave the workplace as necessary in their capacity and shall report to the supervisor upon return to work. Such approval shall not be unreasonably withheld. In carrying out their duties as aforesaid, the shop steward nor the President of the Local shall not suffer any loss of pay or benefits.

2.05 Gender Neutral Terms Apply

This Agreement is gender neutral and uses “they/them/their” pronouns to recognize all gender identities in the workplace. “They/them/their” may be singular or plural according to what the context requires.

2.06 Employee(s)

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

2.07 The Employer agrees to do the following when a new Employee, who is covered by this Agreement is hired:

- (a) Advise the Employee of the provisions of paragraph 2.01 above;
- (b) Provide an orientation program as established by the Employer for Employees of the Municipal Operations Department; and
- (c) Introduce the Employee to the shop steward who will provide a copy of the collective agreement to the new Employee and the Shop Steward will be allowed one (1) hour without loss of pay to meet with the new Employee.

2.08 Right of Fair Representation

The Union will have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representatives will have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Parties agree that it is the exclusive function and the right of the Employer to manage and direct the workforce, including the assignment of work, except as specifically limited by this Agreement.

- 3.02 The Union acknowledges that it is the function of the Employer to maintain order, discipline and efficiency, to hire, promote, transfer, classify and reclassify Employees and also the right of the Employer to discipline, suspend, lay-off, demote, or discharge any Employee for just cause.
- 3.03 The Employer shall have the right, from time to time, to make or alter rules and regulations which, in its sole discretion are deemed necessary for the safe, continuous, effective or efficient operation of the public services entrusted to its care, provided that no rules or regulations shall be inconsistent with the terms of this Agreement.
- 3.04 The Union recognizes that it is the exclusive function of the Employer to determine the nature and kind of services to be provided by the Employer, to establish service standards and the methods, procedures, equipment materials and manpower to be used to provide the services. The Union also recognizes that it is the exclusive function of the Employer to study or introduce new or improved methods or facilities, to determine schedules of work, kinds and locations of machines, tools and equipment to be used, the control of materials and parts, the extension limitation, curtailment or cessation of operations in whole or in part, to contract out work, and all other matters concerning the operation of the Employer's business, except as specifically limited by this Agreement.
- 3.05 The Employer shall have the right, at any time, to have the assistance of outside representation other than the Council or Council's solicitor.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Union agree that, subject to the applicable provisions of the Nova Scotia *Human Rights Act*, no employee of the Employer shall discriminate against any other employee, resident, supplier, or contractor of the Employer by reason of age, race, creed, colour, national origin, political or religious affiliation, gender identity, gender expression, sex or marital status, family status, nor by reason of their membership or activity in the Union.
- 4.02 The Employer, Union and Employees recognize that members of the Bargaining unit may represent diverse communities including but not limited to Employees who are Indigenous, African Nova Scotian or part of the 2SLGBTQI+ community. The Employer, Union and Employees commit to ensuring that all Employees can feel safe and welcome in the workplace.

ARTICLE 5 - DEFINITIONS

- 5.01 Words in this Agreement shall take their meaning from their context and from dictionaries of the Canadian language, except as follows:
- (a) "Agreement" means this Collective Agreement between the Municipality of the County of Annapolis and Canadian Union of Public Employees, Local 4549.

- (b) A “regular full-time Employee” is one who is regularly scheduled to work the normal hours of work as defined in Article 13.
- (c) A “regular part-time Employee” is one who is regularly scheduled to work less than the normal hours of work as defined in Article 13. A regular part-time Employee will be entitled to prorated benefits of this Agreement.
- (d) A “temporary employee” is a person hired from time to time when work is available or for a specified job of limited duration not exceeding twelve (12) consecutive months. This latter limitation does not apply to people hired on projects funded by Provincial and/or Federal Government grants. A temporary employee will not be entitled to the rights and benefits of this Agreement unless specifically stated herein.
- (e) A “probationary employee” is one hired with a view to filling a regular position who must undergo a period of probation of six (6) months duration or 1040 hours worked, during which time their suitability can be determined. If a probationary period is interrupted by a period of layoff of less than one year, the recalled employee shall only serve the period of probation that remained at the time of layoff. Probationary employees may be laid off for lack of work or discharged during the probationary period at the Employer’s discretion. In such cases, the probationary employee may access the grievance and arbitration procedure but arbitral review shall be restricted to whether the Employer has acted in bad faith or with discrimination. Once an Employee has successfully completed the probationary period, the Employee shall be entitled to all the rights and benefits of this Agreement. The Employer may waive the probationary period.
- (f) A “casual employee” is an employee hired on an as needed basis. A casual employee is not a member of the bargaining unit and is not entitled to the rights and benefits of this Agreement.

ARTICLE 6 - CHECK-OFF AND UNION DUES

6.01 Deduction of Dues

The Employer will deduct Union dues, initiation fees, and assessments as set by the Union from each pay of all Employees covered by this Collective Agreement.

Such deductions will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, no later than the 15th day of the month following the one in which they were deducted.

6.02 Forwarding of Dues

Along with deductions, the Employer will forward a completed electronic Union dues remittance form as provided by the Union and will PDF a copy of the information as currently

provided to the Union in hard copy setting out the Employee number, name, classification, regular wages and dues remitted. The Employer will provide both the Local Union Secretary-Treasurer and CUPE National with a copy of both documents. It is the responsibility of the Local Union to provide email addresses which must be official work email addresses and not personal accounts. The Union and its Members are prohibited from forwarding such electronic information to personal email accounts.

- 6.03 Notification of a change in the amount of such deduction shall be presented to the Employer in writing by the Union, as far in advance as is practical, but with the minimum time period of thirty (30) days.
- 6.04 The Employer will report the yearly amount of union dues paid by each Employee on the Employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.
- 6.05 The Union shall indemnify and save harmless the Employer from any and all claims which may be made against it by any Employee or Employees for amounts deducted from wages as herein provided.
- 6.06 The Employer shall endeavor to advise the Recording Secretary of the Union of all appointments, temporary positions, leaves of absences, resignations, retirements, deaths or other changes of status of its Bargaining Unit Employees.
- 6.07 The Parties may agree to submit dues electronically through EFT. The above requested information in 6.02 will also be submitted electronically.

ARTICLE 7 - LABOUR/MANAGEMENT CONCERNS

- 7.01 A Labour-Management Committee ("LMC") may be established consisting of two Employee representatives of the Union and two representatives of the Employer. The Committee will concern itself with discussion of contemplated changes in the work environment and other matters of mutual concern but will not include issues pertaining to grievances, matters of collective bargaining or administration of this Collective Agreement.
- 7.02 The LMC will normally meet two (2) times per year unless a special meeting is requested and mutually agreed upon, or the LMC mutually agrees there is no reason to meet.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 A grievance shall be any dispute relating to the interpretation, application or administration of this Agreement, or where an allegation is made that this Agreement has been violated. The time limits in this article may be changed by mutual consent. A grievance shall not be filed until the subject matter of the grievance is first discussed orally between the supervisor, the Employee or Employees involved and a shop steward with a view to resolving the dispute.

8.02 The following is the method for dealing with grievances:

At each step in the grievance procedure, the issue shall be presented in writing, specifying the particulars of the grievance, the article allegedly violated and the remedy sought.

STEP 1 The grievance shall be presented in writing by the Employee to the Manager of Municipal Operations within ten (10) working days of the Employee's knowledge of the occurrence of the alleged violation. The shop steward may accompany the Employee. The Manager of Municipal Operations shall render their decision, in writing, within ten (10) working days, and will provide a copy of their decision to the Union.

STEP 2 Should there be no settlement of the grievance in Step 1, the Shop Steward will, within ten (10) working days, submit the issue to the Chief Administrative Officer. The Grievor and the Shop Steward will meet with the Chief Administrative Officer and the Director of Municipal Operations to discuss the particulars of the grievance. The Chief Administrative Officer will issue their decision, in writing, within ten (10) working days, and will provide a copy of their decision to the Union.

8.03 Where a dispute involving a question of general policy or interpretation occurs, or where a group of Employees or the Employer files a grievance, the grievance procedure may commence at Step 2.

8.04 Arbitration

No matter may be submitted to arbitration unless settlement thereof has been attempted through the grievance procedure set forth herein.

8.05 If the Union and the Employer cannot reach a settlement, either party may, within ten (10) working days of the reply given in Step 2, refer the grievance to a single arbitrator. The notice of intention to proceed to arbitration shall list at least three (3) persons who the grieving party is prepared to accept as a single arbitrator. The notice of intention to proceed to arbitration shall be made by certified mail or personal delivery addressed to the other party.

8.06 Within seven (7) days of receipt of the written notice of arbitration, the other party will either agree to one of the proposed arbitrators or propose alternative arbitrators for consideration. The Employer and the Union will agree to an arbitrator within twenty (20) days. In the event that the parties fail to agree to a single arbitrator, either party may request the Minister of Labour for the Province of Nova Scotia to appoint an arbitrator.

8.07 The arbitrator shall not be authorized to make, nor shall they make, any decision or recommendation inconsistent with the provisions of this Agreement, nor alter, add to, modify or amend any part of this Agreement, nor make any general changes such as changes in wage rates, nor deal with any matter not covered by this Agreement.

- 8.08 The decision of the arbitrator shall be final and binding upon the Employer, the Union and any Employees concerned.
- 8.09 The parties shall share equally the fees of the arbitrator.
- 8.10 The parties may agree to the services of a mediator to try to resolve a grievance. The use of a mediator will not preclude the grievance from going to hearing with an arbitrator if it remains unsolved.
- 8.11 For the purposes of the Grievance and Arbitration Procedure, a “working day” will mean a day other than Saturday, Sunday or a holiday recognized in this Collective Agreement.

ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 Discharges

Subject to Article 5.01 (probationary employee), an Employee may be dismissed but only for just cause. When the Employer contacts an Employee for the purpose of arranging a discipline meeting, the Employer will advise the Employee of their right to have union representation. If the Employee wishes to have representation, the meeting shall be held within four (4) hours of the Employer’s notification. Otherwise, the meeting will be held immediately. When an Employee is discharged or suspended, such Employee shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

In carrying out discipline, suspension or discharge, the Employer will follow AM – 2.4.2 Managing Unsatisfactory Performance Policy, as amended from time to time. The Employer shall give a copy of any amendments to the Recording Secretary of the Union.

9.02 Unjustly Discharged or Suspended

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

9.03 Record of Employee

(a) When a report pertaining to an Employee’s work performance or conduct, which may be detrimental to the Employee’s advancement or standing with the Employer, is placed on that Employee’s personnel file, the Employee shall be provided with a copy of the report. The Employee shall have the right to reply to the Employer’s report and their reply shall become part of their employment record.

(b) Any disciplinary notice will be placed on an Employee’s personnel file. After thirty (30) months, and upon written request from the employee, the Employer will remove the disciplinary notice from that file.

9.04 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer.

9.05 Right to Have Steward Present

Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall so 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.

9.06 Personnel Records

An Employee shall have the right to have access to and review their personnel record, after one business days' notice to the Director of Municipal Operations, provided, however, that the Employer may take reasonable steps to safeguard the integrity of the record.

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

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

9.07 Unsuccessful Completion of Trial Period Not Discipline

Unsuccessful completion of a trial period resulting in an Employee's reinstatement to a previously held position shall not be deemed to be a disciplinary measure for purposes of this Article.

ARTICLE 10 - SENIORITY

10.01 Seniority shall be determined from date of hire as a regular full-time or part-time employment with the Municipality of the County of Annapolis (or its predecessors). After an employee has successfully completed the probationary period, they will cease to be a probationary employee and their name will be placed on the seniority list and they shall receive seniority from the date of hire. Seniority shall apply on a bargaining-unit-wide basis. Temporary employees who eventually become regular full-time or regular part-time Employees without a break in service shall have seniority determined from date of last hire as a temporary employee.

10.02 An Employee shall lose seniority, forfeit all rights hereunder, and be deemed to be terminated with no right or obligation to recall if the Employee:

- (a) voluntarily resigns their employment or abandons their position and does not revoke such voluntary termination within twenty-four (24) hours;
- (b) is discharged for just cause;
- (c) is not recalled within twelve (12) months after a layoff;
- (d) on layoff or authorized leave of absence, fails to return to work within seven (7) working days of notice from the Employer to return to work. It shall be the responsibility of the Employee, to keep the Employer informed of their current address and phone number. The Employer will consider waiving this paragraph for an Employee who provides medical documentation sufficient to the Employer to show the Employee is unable to return to work due to illness or injury; or
- (e) is absent from work without cause, or without notifying the Employer, for three (3) working days, unless such absence without notice, in the Employer's sole opinion, was not reasonably preventable.

10.03 The Employer will maintain a list showing seniority and will provide the Recording Secretary of the Union with copies thereof annually. The Union shall be responsible for circulating such list amongst its members.

10.04 If an Employee is transferred to a position outside the bargaining unit, they shall retain seniority accumulated up to the date of leaving the bargaining unit for a period of one year. An Employee transferred pursuant to this article will be entitled to accumulate seniority for the first six months of any trial period in the outside position and this accumulation will be included in the retained seniority referred to herein.

ARTICLE 11 - PROMOTION AND STAFF CHANGES

11.01 When a vacancy occurs or a new position is created, inside the bargaining unit, the Employer shall post notice of the position on all bulletin boards for a minimum of one week, so that all Employees will know about the vacancy or new position. The Notice will be posted internally 24 hours prior to the Employer posting the Notice externally.

11.02 Such notice shall include, but not be limited to, the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

11.03 In filling a bargaining unit vacancy in an existing or new position, the Employer shall consider qualifications, education, skill and abilities. If two or more Employees are equal in all respects, seniority will be the deciding factor.

- 11.04 The successful applicant promoted from within the bargaining unit to a position within the bargaining unit shall be placed in the position on trial for a period of six (6) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, the Employee shall be returned to the former position (with applicable wage rate), or status (i.e., the Employee may have been on layoff prior to promotion, or the former position may no longer exist).
- 11.05 Within seven (7) days of the appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards.
- 11.06 Successful applicants will not be permitted to apply for another job posting for at least twelve (12) months following the award of the job unless such period is waived by the Employer.
- 11.07 Nothing in this Agreement shall prevent the Employer from making any temporary assignment to fill any temporary job classification vacancy. A temporary vacancy is a job vacancy which is temporary in nature, such as a vacancy caused by illness or disability where the Employee is expected to return to work within the foreseeable future or a vacancy caused by such things as vacation, bereavement, jury duty, or leave of absence, or a position created to fill a temporary need of the Employer.
- 11.08 The Employer may place an Employee covered by this Agreement who through advancing years, injury, illness, or temporary disablement is unable to perform regular duties, in other work which the Employee can do, if such work is available, except such Employee shall not displace another Employee who has acquired seniority.

ARTICLE 12 - LAYOFF AND RECALLS

- 12.01 Except where such action is as a result of causes beyond the reasonable control of the Employer, the Employer will notify designated Employees of any proposed layoff of designated Employees at least two (2) weeks prior to the effective date.
- 12.02 Where operational requirements permit, and where the Employee(s) have qualifications and demonstrated skill and ability, in the event of layoff, Employees shall be laid off in reverse order of seniority. Provided the Employee has the necessary qualifications, skill and ability, Employees shall be recalled in the order of their seniority. No new Employees will be hired to regular full-time or regular part-time positions until all the qualified Employees on layoff have been given first opportunity of recall.
- 12.03 Regular full-time and regular part-time Employees on lay-off shall be given first opportunity to perform casual work. If a regular full-time or part-time Employee performs casual work, he shall be paid at the casual rate of pay and shall not be entitled to the benefits of this Agreement.

ARTICLE 13 - HOURS OF WORK

- 13.01 The Employer shall normally schedule all regular full-time Employees to work five (5) days per week, eight (8) hours per day, constituting eighty (80) hours in a fourteen (14) day schedule. If the shifts are continuously scheduled over a fourteen-day cycle (as opposed to Monday through Friday), the shifts will rotate on an equitable basis between all qualified Employees with four days off in a fourteen (14) day period with at least two of those days being consecutive. An Employee shall have at least seven (7) days of notice of any change to the current schedule, unless mutually agreed otherwise.
- 13.02 Bargaining Unit Employees reporting for a shift, before or at the designated starting time for the shift, shall be paid at their regular rate for a minimum of four (4) hours.
- 13.03 Employees will be entitled to one (1) fifteen (15) minute paid break during each four (4) hour shift segment. Employees will be entitled to a thirty (30) minute unpaid meal break during each eight (8) hour shift.

ARTICLE 14 - OVERTIME

- 14.01 "Overtime" means all time worked in excess of an Employee's regularly scheduled shift.
- 14.02 Notwithstanding article 14.01, the parties agree that an Employee is required to complete their required work each day which may result in a reasonable period of work beyond the regular time of leaving that will not be considered or paid as overtime or additional time worked. This period will not exceed thirty (30) minutes per day.
- 14.03 An Employee called in from outside, before or after their regular shift shall be paid a minimum of four (4) hours at the over-time rate.
- 14.04 Overtime shall be paid at the rate of one and one-half of the Employee's regular rate.
- 14.05 Employees shall be entitled to bank up to a total of five (5) days of overtime hours per fiscal year provided that once the Employee designates the overtime hours to be banked, the Employee cannot request pay in lieu of that time and the time must be taken as time off. The banked time must be taken during the fiscal year in which it is earned.
- 14.06 Scheduled overtime must be approved in advance by the Director of Municipal Operations or designate. If there is a call-out (i.e., something that is not scheduled), the employee must notify the Director of Municipal Operations or designate as soon as possible.
- 14.07 The Employer will not require an Employee to work an unreasonable amount of overtime against their own will.

ARTICLE 15 - HOLIDAYS

15.01 (a) Full-time Employees shall be eligible to be paid for eight (8) hours, at the Employee's regular straight-time rate for the following holidays:

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

and any other day declared or proclaimed as a holiday by the Federal or Provincial government or by the Employer.

*When New Years Day, Christmas Day, Remembrance Day and Boxing Day fall on a day that is a non-working day for an Employee, the Municipality will grant the Employee a day off work with regular pay on the first work day immediately following the holiday (or if Boxing Day is on a Sunday, Tuesday) or the Employee may bank the day for use at a later date within the fiscal year.

(b) In addition to subparagraph 15.01(a), provided Christmas Day falls on Wednesday through Saturday, full-time Employees shall be eligible to be paid four (4) hours, at the Employee's regular straight-time rate on Christmas Eve Day, and the holiday shall commence at noon on that day. Provided Christmas Day falls on Tuesday, full-time Employees shall be eligible to be paid eight (8) hours, at the Employee's regular straight-time rate for Christmas Eve Day.

15.02 (a) Part-time Employees shall be eligible to be paid holiday pay based upon their average hours over the previous 30 days [for example if the Employee worked 20 out of 30 days for a total of 120 hours, 120 divided by 20 days equals 6 hours], at the Employee's regular straight-time rate for the above noted holidays, provided that the part-time Employee worked on their last scheduled shift before the holiday and their first scheduled shift after the holiday. The foregoing scheduled shifts must be within a seven-day period.

*When New Years Day, Christmas Day, Remembrance Day and Boxing Day fall on a Saturday or Sunday and the part-time Employee is not scheduled to work that day, and provided the part-time Employee would qualify for holiday pay pursuant to this paragraph 15.02(a), the part-time Employee is eligible to receive a day off with regular pay on the first work day immediately following the holiday (or if Boxing Day is on a Sunday, Tuesday) or the Employee may bank the day for use at a later date within the fiscal year.

(b) In addition to subparagraph 15.02(a), provided Christmas Day falls on Wednesday through Saturday, part-time Employees shall be eligible to be paid four (4) hours, at the Employee's regular straight-time rate on Christmas Eve Day, and the holiday shall commence at noon on that day. Provided Christmas Day falls on Tuesday, part-time Employees shall be eligible to be paid eight (8) hours, at the Employee's regular straight-time rate for Christmas Eve Day. The part-time Employee must qualify pursuant to the first paragraph in this paragraph 15.02 in order to receive the holiday pay in either case.

15.03 A regular full-time or regular part-time Employee who is required to work on a designated holiday which is a scheduled work day shall be compensated at the Employee's regular straight-time rate plus time and one-half for all hours worked, or receive another day off (in the case of a part-time Employee the day off will be paid in accordance with the calculation set out in subparagraph (a) of Article 15.02) at a mutually agreed time.

15.04 If a paid holiday falls during a regular full-time or part-time Employee's scheduled vacation period, the Employee shall be credited with an additional vacation day.

ARTICLE 16 - VACATION

16.01 Full-time Employees shall earn vacation with pay at the following rates:

Years 0 - 5 years' service	one and one-quarter days per month to a maximum of three (3) weeks
After 5 years' service	one and two-thirds days per month to a maximum of four (4) weeks
After 20 years' service	one additional day per year of service to a Maximum of ten (10) additional days (i.e., five (5) weeks after 25 years, six (6) weeks after 30 years)
After 30 years' service	one additional day per year of service to a maximum ten additional days (i.e., seven (7) weeks after 35 years, eight (8) weeks after 40 years).

16.02 The vacation year shall be April 1st to March 31st inclusive.

16.03 Probationary employees may not take vacation until the successful completion of the probation period.

16.04 Part-time Employees shall earn pro-rated vacation with pay at the rates set out in Article 16.01.

- 16.05 Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The Employee shall advise the Director of Municipal Operations in writing of their vacation preference as soon as possible for the following vacation year, but will make every effort to do so by May 15th in each year.
- 16.06 If a paid holiday falls or is observed during an Employee's vacation period, the Employee shall be allowed an additional vacation day with pay at a time mutually agreed upon by the Employee and the Employer.
- 16.07 An Employee who qualifies for paid bereavement leave during a scheduled vacation shall have such vacation credits reinstated.
- 16.08 An Employee terminating employment at any time in the Employee's vacation year, before the Employee has had vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. An Employee terminating employment at any time in the Employee's vacation years after taking vacation shall have the period of notice and/or final termination pay adjusted accordingly to reflect that proportion of the vacation unearned.
- 16.09 At the discretion of the CAO, approval may be given in extraordinary circumstances for carryover of up to five (5) vacation days to be used in the first fiscal quarter.

ARTICLE 17 - SICK LEAVE

- 17.01 The purpose of sick leave is to provide regular full-time and part-time Employees with some protection against the loss of earnings during short-term periods when, due to illness, they cannot perform their assigned duties. No payments shall be made for accumulated sick leave upon retirement or if an Employee separates for any reason. Sick leave will not be granted in circumstances where Worker's Compensation or Employment Insurance benefits apply.
- 17.02 Regular full-time Employees will accumulate sick leave credits at the rate of one- and one-half days per month of service to a maximum accumulation of one hundred twenty (120) days. Regular part-time Employees will accumulate sick leave credits at the rate of twelve (12) hours per 173 hours worked, to a maximum of twenty (20) days (160 hours).
- 17.03 Employees shall not earn or accumulate sick leave credits while on any form of leave without pay or during a period of suspension from duty.
- 17.04 Sick leave contributions shall be reduced by the amount of sick leave credits taken.
- 17.05 The Employer shall notify an Employee of their total accumulated sick leave credits as of March 31st in any year by April 30th of each year.

- 17.06 The Employer shall notify each Employee, once annually, of their accumulated sick leave entitlement. The Employee shall have five working days to submit any evidence to dispute the calculated sick leave entitlement as shown. Provided evidence to the Employer's satisfaction has been submitted, the sick leave entitlement shall be corrected.
- 17.07 The Employer will re-schedule vacations if an Employee is seriously ill prior to their scheduled vacation and submits a claim for sick leave credits in place of vacation entitlement.
- If an Employee is hospitalized during vacation and claims sick leave credits, the vacation days during which they were hospitalized will be rescheduled provided adequate proof of such hospitalization is given to the Employer.
- 17.08 The parties recognize that abuse of sick leave benefits shall be considered serious misconduct entitling the Employer to take appropriate disciplinary action, up to and including discharge.
- 17.09 Proof of illness satisfactory to the person authorized to grant sick leave may be required for any period of illness. In all cases, a medical certificate satisfactory to the Employer is required for any period of sick leave in excess of three (3) consecutive working days.
- 17.10 With the exception of the two (2) -day waiting period for WCB, sick leave will not normally be granted for any illness or injury resulting from paid employment with the Employer where WCB or other benefits apply unless approved by the CAO.
- 17.11 Employees who are ill shall endeavour to notify the Employer of the expected duration of the illness as early as possible and shall endeavour to give the Employer as much notice as possible of the anticipated date of return to work.
- 17.12 An Employee who fails to call in sick within one (1) hour prior to start of shift shall not receive sick benefits for such shift, unless the Employer is reasonably satisfied there was legitimate reason for such delay in notifying the Employer. The Employer shall from time to time designate the person and phone number to be contacted.
- 17.13 An Employee who has a specialist, dental or medical appointment and provides documentation to that effect shall be entitled to use sick days from their sick leave bank to attend to such medical appointments provided the Employee has banked those sick days.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Bereavement Leave

- (a) In the event of death in a regular full-time or part-time Employee's immediate family, leave of absence with pay will be granted pursuant to Article 18.01(b).

- (b) In the event of the death of a regular full-time or part-time Employee's spouse or partner, parent, brother, sister, grandchild, child (including those acquired through legal adoption) and the mother, father, brother, sister, grandchild or child of the Employee's spouse or partner, including current step relations, or any other person who at the time of their death resided with the Employee, the Employee shall be entitled to be absent from work for a period not to exceed five (5) consecutive working days, when such absence is necessary to make arrangements for and to attend the funeral. The Employee shall only be compensated for the time lost at straight time pay.
- (c) In the event of the death of a regular full-time or part-time Employee's grandparent, the grandparent of the Employee's spouse, aunt, uncle, the aunt or uncle of the Employee's spouse or partner, including current step relations, niece, nephew, the niece or nephew of the Employee's spouse or partner, the Employee shall be entitled to be absent from work for a period not to exceed two (2) consecutive working days, when such absence is necessary to make arrangements for and to attend the funeral. The Employee shall only be compensated for the time lost at straight time pay.
- (d) When a regular full-time or part-time Employee is on vacation and a death occurs to a family member as defined above, the Employee shall be allowed the applicable bereavement leave. The bereavement leave will extend their vacation leave. The Employee is required to notify the Employer immediately.
- (e) The Employer may grant additional paid leave in circumstances where it deems additional leave is necessary for travel.

18.02 Family Care Leave

An Employee shall be granted up to five (5) days leave with pay in any one year to provide care in the event of illness of a member of the immediate family. Such leave shall be charged against and only used to the extent of available sick leave credits.

18.03 Pregnancy/Parental Leave

An Employee shall be entitled to all Pregnancy/Parental Leave as provided by the Nova Scotia *Labour Standards Code*.

Employees while on Pregnancy/Parental Leave shall be permitted to continue coverage on all Group Health and Medical Plans on a 60/40 cost-share basis with the Employer.

18.04 Other Leave

- (a) The Employer may grant special leave of thirty (30) days or less, with or without pay, for such reasons as it, in its sole discretion, deems appropriate.

- (b) The Employer may grant special leave of thirty (30) days or more, without pay, for such reasons as it, in its sole discretion, deems appropriate.
- (c) An unpaid leave of absence shall normally not exceed one (1) year, unless by agreement of the Employer. An Employee granted a leave of absence of more than six (6) months shall give the Employer four (4) weeks written notice of date of return. An Employee shall not accumulate service for the purpose of benefits during any period of unpaid leave. Entitlement to pension, group insurance, and medical care benefits pursuant to Article 20 shall only continue after the first thirty (30) days of absence without pay if the Employee pays to the Employer, monthly in advance, the full cost of such benefits, including the Employer's share for the period of absence following the first thirty (30) days of absence. Continuation of pension, medical care and group insurance benefits during any such absence shall be subject to the terms and conditions of the applicable plan.
- (d) The request and granting of special leave under this clause must be in writing.
- (e) Employees shall be granted leaves under the *Labour Standards Code*, including but not limited to pregnancy loss leave, compassionate care leave and domestic violence leave, in accordance with the terms set out there.

18.05 Union Business

- (a) When such meetings are scheduled during normal work hours, the Employer shall grant up to two (2) days leave with pay for up to two (2) representatives of the Union for purposes of attendance at direct negotiations of a Collective Agreement with the Employer. These days may be increased by mutual agreement.
- (b) Where operational requirements permit, and on reasonable notice, special leave without pay and benefits shall be granted to any Employee who is elected or appointed at the provincial or national level to serve as a member of the provincial or national executive committee of CUPE, for purposes of attendance at such executive meetings.
- (c) Granting of any other special leave without pay for Employees to attend special conventions, conferences and/or education programs sponsored by CUPE shall be at the discretion of the Employer. If so granted, upon the written request of CUPE to the Director of Municipal Operations, the Employer shall continue to pay of such Employee who is granted leave without pay for Union business and the Employer shall bill the Union for the Employee's pay and the Union shall reimburse the Employer accordingly.
- (d) The Employer shall provide the Union access to the Employer's bulletin board for the posting of reasonable Union notices.

18.06 Jury Duty

An Employee who is summoned and attends for jury duty, or is summoned as a witness by the Crown in a criminal proceeding, shall be paid the regular day's pay for each scheduled workday missed as a result of such attendance. As a requirement for payment, the Employee shall first reimburse to the Employer all jury pay received. If attendance is for part of a day only, the Employee shall make reasonable efforts to return to work for the balance of the day. The Employee shall notify the Employer at the first opportunity after receiving such summons.

18.07 The Employer's Inclement Weather/Unsafe Travel Conditions Policy (as amended from time to time) shall apply to Employees covered by this Agreement. For greater certainty, however, nothing contained in the Inclement Weather/Unsafe Travel Conditions Policy shall be interpreted to excuse an Employee employed pursuant to this Agreement from responding to a call-out while on call. In that event, the Employee must respond unless the relevant authority has announced that travel on the particular highway/roadway is unsafe or is closed. Should this occur, the Employee will contact the Director of Municipal Operations immediately.

ARTICLE 19 - EMPLOYEE BENEFITS AND RPP PLAN

19.01 The Employer and regular full-time or part-time Employees shall share in the overall total premium cost of the following group benefit plans by the Employer paying a maximum of 60% of the total premium cost once the Employee pays 100% of the premium for LTD:

Medical	Dependent Life
Dental	AD & D
Group Life	LTD

Examples:

1. If the total cost of all premiums is \$100 (100%) and Employee A has LTD premium cost of \$45 (45% of total cost of all premiums) and the cost of all other benefit premiums is \$55, Employer pays \$55 (55% of total cost of premium).
2. If the total cost of all premiums is \$100 (100%) and Employee B has LTD premium cost of \$35 (35% of total cost of all premiums) and the cost of all other benefit premiums is \$65, Employer pays \$60 (60% of total cost of premium) and Employee pays an additional \$5 (5% of total cost of all premiums).

It is mandatory to participate in all group benefit plans (medical, dental and group life) unless the Employee provides documentation satisfactory to the Employer of enrollment in another plan (such as through a spouse).

- 19.02 The Employer and regular full-time or eligible part-time Employees shall contribute equally to an RPP for all hours an Employee is paid. The Employee has the option of contributing on a sliding scale in the amount of 5%, 6%, 7%, or 8% or, if the Employee is 55 years of age or less than 71 years of age, 9% and the Employer shall match the contribution rate of the Employee.
- 19.03 (a) The Employer will hold a group meeting to explain the Group Benefit Plan within sixty (60) days of signing this collective agreement.
- (b) The Employer will provide employees with information about the Group Benefit Plan at least once a year.

ARTICLE 20 - CLOTHING ALLOWANCE

- 20.01 The Employer will supply protective clothing and safety equipment including but not limited to rubber fluorescent suits, rubber boots, safety hats, safety gloves, overalls/coveralls or pants and hearing protection. The Employer will supply one (1) pair of prescription safety glasses (if requested and when required but not more than once every two (2) years, capped at the sum of seven hundred dollars (\$700)). These items are in addition to crested clothing.
- 20.02 All protective clothing and safety equipment issued to employees must be worn in accordance with the Nova Scotia *Occupational Health and Safety Act*, and the Employer's Safety Policy.
- 20.03 The employee shall report as soon as possible to the Employer if any of the clothing/equipment provided by the Employer is damaged. If the clothing/equipment is damaged beyond normal wear and tear, it shall be replaced. If the damage was a result of an incident/accident at work, there will be no additional cost to the Employee.
- 20.04 If an employee leaves the employ of the Employer, they are to return their protective clothing and safety equipment, other than prescription safety glasses. If they do not do so, the Employer can deduct from the employee's final pay an amount equal to the cost of such clothing/equipment.
- 20.05 All employees covered by this Agreement shall receive an allotment of \$300 per fiscal year (April 1 to March 31) to assist in the purchase of safety footwear. Employees are required to wear safety footwear and work clothing at all times during working hours. Any safety footwear damaged as a result of a workplace incident will be replaced upon notification to the Director of Municipal Operations and submission of documentation of the incident.
- 20.06 Clothing, protective equipment and/or the allowance is only available to employees who are actively at work.

20.07 Employees shall dress in clean, appropriate work attire, including safety footwear, during work hours.

ARTICLE 21 - NO STRIKE, NO LOCKOUT

21.01 During the life of this agreement, and pursuant to the *Trade Union Act*, no Employee(s) shall strike, and the Employer shall not lockout Employees.

21.02 "Strike" and "lockout" shall be as defined in the *Trade Union Act*.

ARTICLE 22 - HEALTH AND SAFETY

22.01 The Employees, the Union and the Employer shall comply with the *Occupational Health and Safety Act* of Nova Scotia.

22.02 The Union agrees that at least one (1) and no more than two (2) of its member Employees shall be active and supportive members of the Occupational Health and Safety Committee.

ARTICLE 23 - JOB DESCRIPTIONS

23.01 The Employer agrees to provide each Employee within the bargaining unit a job description which sets out the primary responsibilities of the position. The Employer agrees to review the job description with individual Employees. Job descriptions are not intended to be comprehensive or used as an excuse not to perform such duties as are assigned from time to time on a temporary basis.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 The Employer shall pay salaries and wages bi-weekly in accordance with Appendix "A" attached hereto and forming part of this Agreement.

24.02 The Employer agrees to pay all Employees biweekly by direct deposit payroll, and each Employee shall be provided with a statement showing all amounts paid or deducted for the period and the reasons therefore. A separate statement shall be distributed in a confidential manner and will normally be delivered to the Employee's work site on the Wednesday prior to the Thursday of pay week. All Employees are to be paid by twelve (12) noon of every second Thursday.

Any Employer errors or omissions on an Employee's regular pay or overtime shall be adjusted no later than twelve (12) noon of the following Thursday.

24.03 Rate of Pay on Promotion or Reclassification

- (a) An Employee temporarily assigned in accordance with this collective agreement to a higher paying position carrying a single rate of pay shall receive their regular rate of pay and benefits while so employed and not the rate of pay for the temporary position.
- (b) An Employee promoted to an acting lead hand position, for a period of more than one (1) week, to cover a period of disability or absence, shall be paid the lead hand rate (for clarity this shall mean the rate of the Employee replacing the lead hand plus the \$2.25 lead hand rate).

24.04 Pay on Transfer – Lower Rated Job

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

24.05 Travel Allowances

- (a) Employees required to use their own vehicles for the Employer's business during working hours, overtime hours, travel for education or training seminars, exams or conferences shall be reimbursed as per the Employer's local travel policy. All travel shall be calculated, submitted and paid as per Municipal policy.
- (b) The Employer shall also pay out of town travel costs to Employees who attend Employer-related business (including conferences and seminars) as per Municipal Policy.
- (c) All travel time (including the determination of the date for travel), for Employer approved conferences and training courses, must be preapproved by the Director of Municipal Operations and, whenever possible, travel time will be scheduled within the regularly scheduled work day. Travel time, outside of the regularly scheduled shift, for each conference or course will be no more than four (4) hours at the Employee's regular straight time rate. Article 14.03 does not apply in the case of travel that commences or continues prior to or after the regularly scheduled shift.

24.06 "On-Call (Pager-Time)" Provisions

"On-call (pager-time)" means a period of time when an Employee is not at work and is required to be readily available to respond to alarm signals at sewage and water facilities and systems. "On-call (pager-time)" will rotate on an equitable basis between all qualified Employees.

- (a) An Employee on-call (pager-time) shall be paid for one (1) hour at their regular rate for every eight (8) hours of on-call (pager-time) duty. Employees shall be entitled to bank up to a total of five (5) days of On-Call (Pager-Time) hours per fiscal year provided that once the Employee designates the hours to be banked, the Employee cannot request pay in lieu of that time and the time must be taken as time off. The banked time must be taken during the fiscal year in which it is earned.
- (b) In addition to the above, an on-call (pager-time) Employee, who attends at the work-site, shall be paid a minimum of four (4) hours at the over-time rate for time spent at a work site. An Employee may leave their work site and return home when an Employee has completed the work for which they were called.

24.07 Educational Allowance

The Employer shall pay the cost of any academic or technical courses approved by the Employer. Employees who receive the benefit of this article must remain in the employ of the Employer for a period of one (1) year from the date of completion of the course. If the Employee fails to remain in the employ of the Employer for one (1) year, he shall pay to the Employer the cost of the academic or technical course and any expenses incurred on the Employee's behalf. Notwithstanding the above, Employees who are laid off permanently (without cause) shall not be required to reimburse the Employer for outstanding expenses or costs.

ARTICLE 25 - TRAINING AND DEVELOPMENT

25.01 On-the-Job Training

The Employer will, when practical, inaugurate and maintain a system of on-the-job training.

25.02 Training Courses

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

- Type of course
- Time, duration and location of course
- Minimum qualifications required

Time spent in such training shall be considered to be time worked, as it relates to all provisions of this collective agreement.

- 25.03 (a) The Employer will pay for courses required for employees to attain and maintain certificates that are necessary to the performance of the work of the Employer.

(b) The Employer will pay the cost of renewing a Class 3 Drivers License once every five (5) years, including the medical, for employees who are required to hold that license in the performance of their jobs for the Employer.

25.04 (a) The Employer will support an Employee receiving any Distribution or Collection certificates. Any Employee wanting their Treatment Certifications will have a meeting with the Employer for their preapproval for specific certifications.

(b) Employees may submit a request for a particular educational opportunity to the Director of Municipal Operations or designate. The Director of Municipal Operations or designate will respond to the request within ten (10) working days.

ARTICLE 26 - GENERAL CONDITIONS

26.01 The Employer shall provide a bulletin board at work sites upon which the Union shall have the right to post notices of meetings and such other notices of interest to Union members. The bulletin boards will be located at the following sites:

- The Municipal Work Shops from which Employees are deployed
- Nictaux and Cornwallis Park Sewage Plants
- Cornwallis Park Water Plant
- Margaretsville Water Treatment Plant

26.02 The Employer shall supply all tools and equipment that, in the Employer's opinion, are required by Employees in the performance of their duties. Replacement will be made by producing the worn or broken tool.

ARTICLE 27 - TERM OF AGREEMENT

27.01 This agreement shall be effective from the date of signing to March 31, 2027.

27.02 It is agreed that there will be no retroactive effect given to any clause of this agreement or matter arising between the parties prior to the signing date, other than wages ("wages" does not include any premiums or overtime).

27.03 Wage increases for the duration of the agreement shall be as specified in Appendix "A".

27.04 Notice of intent to renegotiate the contract in its entirety shall be made in writing by either party to the other not less than three (3) months before the date of expiration of the agreement. Failure by either party to give such notice shall result in the contract being renewed automatically for a period of one (1) year.

ARTICLE 28 - SEVERANCE PAY

28.01 Severance Pay

Employees shall be entitled to the benefits contained in Sections 71 and 72 of the Nova Scotia *Labour Standards Code*.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by hand of their duly authorized officers, this 5th day of May, 2023.

Municipality of the County of Annapolis

Per: Alex Kucian

Per: [Signature]

Witness: Wanda L. Atwell

The Canadian Union of Public Employees,
Local 4549

Per: [Signature]

Per: [Signature]

Witness: Wanda L. Atwell

Appendix "A"

Classification	Certification	01-Apr-23 Wage adjustment	01-Apr-24 3.5%	01-Apr-25 3.5%	01-Apr-26 3.5%
WWTP/WTP					
Skilled Trades (Class 2 Stationary Engineer – Refrigeration and above and/or Red Seal Trade Designation or equivalent experience to be determined by the Employer)		Rate Equivalent to Treat 2 + 2 or 3 + 1			
Heavy Equipment Operator (with Class 3 License and Airbrakes)		Rate equivalent to Treat 1 + 1 or Treat 2			
Water and/or Wastewater Operator ¹					
	Treat 3 + 3	\$31.50	\$32.60	\$33.74	\$34.92
	Treat 3 + 2	\$30.00	\$31.05	\$32.14	\$33.26
	Treat 2 + 2 or Treat 3 + 1	\$28.50	\$29.50	\$30.53	\$31.60
	Treat 2 + 1 or Treat 3	\$27.00	\$27.95	\$28.93	\$29.94
	Treat 1 + 1 or Treat 2	\$25.50	\$26.39	\$27.31	\$28.27
	Treat 1	\$24.00	\$24.84	\$25.71	\$26.61

Distribution and/or Collection Certification					
	D/C 2+2	Base rate plus \$2.00			
	D/C 2+1	Base rate plus \$1.50			
	D/C1+1 OR D/C 2	Base rate plus \$1.00			
	D/C 1	Base rate plus \$0.50			

Labourer/OIT ¹		\$22.50	\$23.29	24.11	24.95
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Notes:

1. Labourer/ OIT rate includes both General Labourer and Facilities and Parks Labourer.
2. An employee designated as Lead Hand will be paid \$2.25, in addition to their certification rate, for all hours worked.
3. An employee designated as ODRC will be paid \$4.00, in addition to their certification rate, for all hours paid at their regular rate.

LETTER OF UNDERSTANDING
RE: STUDENTS

The parties agree that the Employer shall have the right to hire students, provided the use of such individuals does not result in a reduction of the hours of work or pay of any Employee in the bargaining unit below the then current number of hours of work or the then existing pay of such Employee. A "student" means any bona fide high school, college or university student who is employed either for summer employment or for a co-op program. Students shall not be members of the bargaining unit.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding by hand of their duly authorized officers, this 5th day of May, 2023.

Municipality of the County of Annapolis

Per: *[Signature]*

Per: *[Signature]*

Witness: *Wanda S. Atwell*

The Canadian Union of Public Employees,
Local 4549

Per: *[Signature]*

Per: *[Signature]*

Witness: *Wanda S. Atwell*

MEMORANDUM OF UNDERSTANDING
RE: LUMP SUM PAYMENTS

AS the Parties have agreed to a new wage scale;

AND AS the new wage for the Employees who have Treatment 1 will be \$24.00 as of April 1, 2023;

AND AS there are three (3) Employees who are currently paid at a higher rate for this certification;

AND AS the Parties agree that no Employee will make a lower hourly rate than they are currently being paid in this round of bargaining;

The Parties agree to the following:

1. The affected Employees' base wage will remain at \$24.36 for 2023.
2. The affected Employees shall receive any Distribution/Collections Certification premium for which they qualify.
3. The Employees affected will receive the percentage increases given to all Employees on April 1, 2024, 2025 and 2026.
4. To offset the impact of no increase in the hourly rate of \$24.36 in 2023, the Employer will make sums as set out below to the following employees:
 - (a) Matt Leonard - \$2,000.00
 - (b) Amy Brown - \$1,500.00
 - (c) Tim Durling - \$1,000.00

These amounts will not be added to the wage grid. They would be subject to income tax so the Employer would withhold and remit from it. The amount would also be subject to EI and CPP deductions and remittances and pension plan. As this lump sum payment would not be regular earnings, no union dues, LTD, ADD or Group Life premiums would be deducted from it.

SIGNED in Annapolis Royal, Nova Scotia, on this 5th day of May, 2023.

Municipality of the County of Annapolis

Per: Alexis

Per: [Signature]

Witness: Shanda L. Atwell

The Canadian Union of Public Employees,
Local 4549

Per: [Signature]

Per: James Jennu

Witness: Shanda L. Atwell