

COLLECTIVE AGREEMENT

BETWEEN:

**THE TOWN OF OXFORD
(hereinafter called the “EMPLOYER”)**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4623
(hereinafter called the “UNION”)**

April 1, 2024 – March 31, 2027

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This Agreement is made this _____ day of _____ A.D., **2024**

between:

The Town of Oxford
hereinafter called the "Employer",

PARTY OF THE FIRST PART

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES,
and its Local 4623**, hereinafter called the "Union",

PARTY OF THE SECOND PART.

ARTICLE 1 - PREAMBLE

WHEREAS IT IS THE DESIRE of both Parties to this Agreement:

- 1.01 to maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
- 1.02 to recognize the mutual value of joint discussions and negotiations pertaining to working conditions, hours of work, scale of wages, and all other matters of mutual concern;
- 1.03 to encourage efficiency in operations; and,
- 1.04 to promote the morale, well-being and security of all employees, in the Bargaining Unit.

AND WHEREAS it is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

NOW, THEREFORE the Parties agree as follows:

ARTICLE 2 – INTERPRETATION OF AGREEMENT

2.01 Definitions

In this Agreement, the following terms shall have the following meanings:

- 2.01.01 "Agreement" means the Collective Agreement, between the Town of Oxford and the Canadian Union of Public Employees ("CUPE"), Local 4623.
- 2.01.02 "Bargaining Unit" means, collectively, all the Employees of the Employer employed in a job classification as listed in Schedule "A" to this Agreement.

- 2.01.03 “Casual Worker” means any person who is employed by the Employer on an occasional, as needed, day-to-day basis, but not an ongoing regular basis. The use of a Casual Worker shall not have a negative effect on the employment or hours of work of any member of the Bargaining Unit. A Casual Worker may not be employed for more than 60 consecutive days.
- 2.01.04 “Chief Administrative Officer” means the chief Administrative Officer for the Town of Oxford, employed by the Employer in a management capacity.
- 2.01.05 “Day” or “Days” means a workday(s), exclusive of Holidays and weekends (Saturday and Sunday).
- 2.01.06 “Employee” means any person employed by the Employer in a job classification as listed in Schedule “A” to this Agreement.
- 2.01.07 “Employer” means the Town of Oxford, a municipal corporation pursuant to the *Municipal Government Act*, SNS 1998, c 18 (as amended).
- 2.01.08 “Grievance Committee” means the Union Grievance Committee as constituted pursuant to Article 14.01 herein.
- 2.01.09 “Holiday” means any of the paid holidays as set out in Article 20.01 herein.
- 2.01.10 “Management-Labour Relations Committee” means the Management-Labour Relations Committee as constituted pursuant to Article 10.01 herein.
- 2.01.11 “Personnel Committee” means the Personnel committee of the Employer as may be constituted in the Employer’s sole and absolute discretion.
- 2.01.12 “Probationary Employee” means a regular Full-Time Employee who is newly hired and still within their probationary period.
- 2.01.13 “Probationary Period” means up to twelve (12) months from the commencement of the Employee’s date of hire.
- 2.01.14 “Pro rata” means proportionally, according to the Employee’s hours of work (on a yearly basis) as compared to the normal hours of work (on a yearly basis) of a Regular Full-Time Employee as established by application of Article 3 of this Agreement.
- 2.01.15 “Public Works” means the Public Works Department of the Employer.
- 2.01.16 “Regular Full-Time Employee” means any Employee employed through the year on a full-time basis to work the normal work week as established in Article 3 of this Agreement.
- 2.01.17 “Supervisor of Public Works” means the Supervisor of Public Works for the Town of Oxford, employed by the Employer in a management capacity. The Supervisor of Public Works is permitted to perform work of the Bargaining Unit provided the work performed shall not have a negative impact on the employment and regular working hours of work of any member of the Bargaining Unit.

- 2.01.18 “Student Worker” means and *bona fide* student who is employed by the Employer for a fixed period (normally the student’s summer vacation) and shall include any person employed under the terms of a grant. The use of a Student Worker shall not have a negative effect on the employment or hours of work of any member **of** the Bargaining Unit.
- 2.01.19 “Temporary Worker” means any person who is employed by the Employer on a regular basis, whether full-time or part-time, for a period of time not exceeding six (6) months. The use of a Temporary Worker shall not have a negative effect on the employment or hours of work of any member of the Bargaining Unit.
- 2.01.20 “Union” means the Canadian Union of Public Employees (CUPE), Local 4623.

2.02 Number and Gender

In this Agreement, as the context may require, importing a specific gender shall be referenced as they/them, making this a gender-neutral agreement including all genders.

ARTICLE 3 – BENEFIT OF AGREEMENT

3.01 Regular Full-Time Employees

Regular Full-Time Employees are members of the Bargaining Unit and are entitled to all the rights and benefits of this Agreement.

3.02 Probationary Employees

A Regular Full-Time Employee who is within their Probationary Period, is a member of the Bargaining Unit and is entitled to the rights and benefits of this Agreement as set out in Articles 3.01, save and except that the Probationary Employee shall have no seniority rights throughout the Probationary Period and the Employer may dismiss the Probationary Employee in the course, of or at the end of the Probationary Period without just cause. If the Probationary Employee is dismissed, the Employer shall give the Probationary Employee a Notice of Employee’s last address on file. If the Probationary Employee is retained seniority shall be effective from the original date of employment.

3.03 Casual Workers

Casual Workers are not members of the Bargaining Unit and are not entitled to the rights and benefits of this Agreement.

3.04 Temporary Workers

Temporary Workers are not members of the Bargaining Unit and are not entitled to the rights and benefits of this Agreement. Notwithstanding the above, time worked as a Temporary Worker shall be credited for seniority purposes if the Temporary Worker is subsequently hired as a Regular Full-Time Employee.

3.05 Student Workers

Student Workers are not members of the Bargaining Unit and are not entitled to the rights and benefits of this Agreement. Student Workers shall only be employed provided that the employment will not adversely affect the regular hours of work of any member of the Bargaining Unit.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union recognizes that it is the exclusive function and right of the Employer to direct the work force and manage the Town of Oxford in all respects, except as specifically prohibited by the terms of this Agreement. For greater certainty and without limiting the generality of the foregoing, all rights of Management that existed prior to the signing of this Agreement shall remain in force except to the extent where such rights are expressly abridged by specific provisions of this Agreement.

ARTICLE 5 – RECOGNITION OF UNION

5.01 Union is Sole Bargaining Agent

The Employer recognizes the Union as the sole bargaining agent for all Employees employed in job classifications as listed in Schedule "A" to this Agreement. For greater certainty, during the term of this Agreement the Employer shall not recognize any other bargaining agent in respect to any employment matter addressed in the Agreement.

5.02 Bargaining Unit Work

Work of individual Employees in the Bargaining Unit shall not normally be performed by persons outside the Bargaining Unit except for purposes of instruction, experimenting, or in emergencies when regular Employees are not available. This restriction shall not apply to workers excluded from the rights and benefits of this Agreement. Furthermore, it is understood and agreed by the parties that, notwithstanding this or any other provision of this Agreement, there shall be no restriction on the right to work of the Supervisor of Public works including, but not limited to, tasks performed, number of hours worked, or timing of hours worked.

5.03 No Conflicting Agreements

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

ARTICLE 6 – NO DISCRIMINATION

6.01 Neither the Employer, the Union, or any person acting on their behalf shall discriminate against any Employee on the basis of the prohibited grounds as set out in the *Human Rights Act*.

ARTICLE 7 – UNION SECURITY

- 7.01 After thirty (30) working days from the commencement of employment, all Employees employed in job classifications as set out in Schedule “A” to this Agreement shall, as a condition of employment, make application to become a member of the Union if they are not already a member of the Union, and all such Employees shall remain members of the Union as a condition of employment and shall pay beginning on the 31st day the periodic dues and initiation fees uniformly required to be paid by all Union members.

ARTICLE 8 – CHECK OFF OF UNION DUES

8.01 Employer Shall Deduct Union Dues

The Employer shall deduct from every Employee in the Bargaining Unit the amount of regular monthly dues uniformly payable by all members of the Union upon receipt of a signed authorization. The signing of such authorization and the deduction of such Union dues are conditions of employment.

ARTICLE 9 – EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

9.01 Collective Agreement and Conditions of Employment

The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in Articles 7 and 8 herein dealing with Union Security and payment of Union Dues.

9.02 Copy of Collective Agreement

New Employees shall be presented with a copy of this Agreement by the Employer upon commencement of employment.

ARTICLE 10 – MANAGEMENT – LABOUR RELATIONS COMMITTEE

10.01 Composition and Purpose of Committee

A Management-Labour Relations Committee shall be established consisting of two Employee representatives of the Union and two representatives of the Employer. The Committee shall concern itself with improving the relationship between the Employer and the Employees in the interest of improved service to the public, interpretation of this Agreement, discussion of contemplated changes in the work environment and other matters of mutual concern.

10.02 Meetings

The Committee shall meet as required, unless a Special Meeting is requested by either party. The Committee shall not deal with specific Employee or Union grievances that are being processed under the grievance process as set out in Article 14.

10.03 Agenda

The parties agree to exchange agendas at least two (2) days prior to the day of the Committee meeting and either party may, by mutual consent, add issues to the agenda at the Committee meeting.

10.04 Chairperson

The Employer and the Union shall each designate one of their representatives to act as Joint Chairpersons. The Joint Chairpersons shall alternate in presiding over Committee meetings.

10.05 Minutes

Minutes of each meeting of the Committee shall be prepared and signed by the Joint Chairpersons as soon as possible after the close of the meeting.

10.06 Limited Jurisdiction

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 11 – SENIORITY

11.01 Definition and Application

(a) Seniority shall mean the length of service with the Employer and shall be on a Bargaining Unit wide basis. Seniority shall be a determining factor in layoffs, rehiring, transfers, promotions, demotions, recall, and reduction of work force, provided the senior Employee has the required qualifications for the job.

Seniority shall also be the determining factor for the selection of vacation periods and shift preference.

(b) The Parties agree that for the purpose of seniority, vacation days with pay, sick leave days with pay, paid holidays, all approved leaves under this agreement, workers compensation and LTD shall be included when calculating length of service.

11.02 Seniority List

The Employer shall prepare an up-to-date seniority list for each department showing the name, classification and date of hire for all employees. Each updated list shall be posted on all bulletin boards in the public works lunchroom in January of each year. The Local President will also be provided a copy.

The Union members shall confirm that the lists are correct. In the event of an error, the Union member shall notify the Employer in writing within ten (10) working days of the list being posted. If no notice of errors is given; the list shall be considered correct. If the parties cannot agree on the proper calculation of seniority, the matter can be grieved pursuant to Article 14.

11.03 Probationary Employees

As provided by Article 3.03, Probationary Employees shall have no seniority rights during the Probationary Period but, if retained by the Employer at the conclusion of the Probationary Period, seniority shall be effective from the original date of employment.

11.04 Loss of Seniority

Seniority shall be forfeited for any of the following reasons:

- 11.04.01 The Employee is discharged for just cause and not reinstated;
- 11.04.02 The Employee resigns;
- 11.04.03 The Employee is absent from work in excess of five (5) working days without justifiable cause;
- 11.04.04 The Employee is laid off for a period in excess of twelve (12) months, their seniority shall be forfeited and their employment shall end;
- 11.04.05 The Employee fails to return to work within five (5) working days following a layoff after receiving notice of recall, unless through sickness or other just cause. Laid off Employees engaged in alternate employment and who are recalled shall be permitted to give their current employer two weeks' notice of termination to accept a recall.

11.05 Defining Calculation of Seniority

Seniority is based on 2080 regular hours per year. Any Employee with unpaid time will be prorated accordingly. If absent for more than five (5) working days.

ARTICLE 12 – LAYOFFS AND RECALLS

12.01 Layoffs in Reverse Order of Seniority

Both Parties recognize that job security should increase in proportion to length of service. In the event of layoff, Employees shall be laid off in the reverse order of seniority provided that the remaining employee(s) are qualified to do the work required by the Employer.

12.02 Employees on Layoff Recalled First

No new employees will be hired until those on layoff have been given an opportunity of recall, provided such employees(s) are qualified to do the work required by the Employer.

12.03 Ten-Day Notification of Layoff

The Employer shall notify Employees who are laid off ten (10) working days before the lay-off is to be effective. If the Employee laid off has not had the opportunity to work ten (10) full working days after notice of lay-off, they shall be paid in lieu of work for that part of ten (10) working days during which work was not made available.

12.04 Employees to Provide Current Contact Information

It shall be the duty of Employees on layoff to provide the employer with an up-to-date current mailing address and telephone number for the purposes of receiving notice of recall.

ARTICLE 13 – JOB POSTINGS

13.01 When a vacancy occurs, a new position is created, either inside or outside the Bargaining Unit, or a temporary vacancy of three (3) months or more exists, the Employer shall post notice of the position on the bulletin board for a minimum of five (5) working days. The Employer may post externally at the same time as internally, however no external applicants shall be considered if there are Bargaining Unit applicants with the required skills, education, and qualifications as determined by the Hiring Committee.

13.02 Such notice shall contain 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.

13.03 Selection Criteria

In selecting an individual to fill any posted position, the applicant's skills, abilities, knowledge and other qualification shall be considered objectively, with a view to determining the potential of the applicant to perform the job effectively and, where applicants are considered equal in this respect, seniority shall govern.

13.04 Trial Period and Seniority

The successful applicant, if a current Employee, shall be employed on a trial basis for a period of twelve (12) months. Conditional on satisfactory service, such trial position shall become permanent after the trial period. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, they shall be returned to their former position without loss of seniority or previous salary, and any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position without loss of seniority or previous salary.

13.05 Temporary Reassignment of Employee

When a position covered by this Agreement becomes temporarily vacant by reason of vacation, sick leave, compassionate leave, jury duty, injury or any other circumstances, the Employer may fill the position, if necessary, by temporarily assigning an Employee covered by this Agreement, provided that such Employee has, in the opinion of the Employer the necessary qualifications to fill the position on a temporary basis.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.01 Settling of a Grievance

Should a dispute arise between the Town and any Employee(s) or the Union regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, such dispute shall be settled without interruption.

Step 1 The aggrieved Employee(s) shall, with their steward, seek to settle the grievance with the Employee's Supervisor. This attempt to settle at this stage will be taken within five (5) working days of the facts giving rise to the grievance.

Step 2 Failing settlement at Step 1, the Union may submit the grievance to the Chief Administrative Officer or their designate, which grievance shall be submitted within ten (10) working days of the alleged facts giving rise to the cause of complaint. The Chief Administrative Officer, or in their absence their designate, shall have five (5) working days in which to reply to said complaint.

Step 3 Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the Employee(s) concerned together with a Union Representative and their Steward will submit to the Town Council (in camera) a written statement of the particulars of the complaint and the redress sought and set a meeting between the parties. The Town Council (in camera) shall render its decision within fifteen (15) working days after receipt of such notice.

Step 4 Failing a satisfactory settlement being reached in Step 3, the Union may, within twenty (20) working days of the Step 3 decision being rendered, refer the dispute to arbitration.

14.03 Questions of General Application or Interpretation

Where a dispute involves a question of general application or interpretation, Step 1 of the Grievance Procedure shall be by-passed.

14.04 Facilities for Grievance Meeting

The Employer shall supply the necessary facilities for the grievance meetings.

14.05 Employer May File Grievance

The Employer shall have the right to originate a grievance with the Union. Such a grievance shall be filed with the Chairperson of the Grievance Committee within ten (10) days of the occurrence of the event giving rise to the grievance. The reply of the Union shall be in made within ten (10) working days of the day of the receipt of the written grievance. Should that reply not resolve the grievance, the Employer may proceed to arbitration within thirty (30) working days of receipt of the Union reply.

- 14.06 Any mutually agreed changes in writing to this Agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.
- 14.07 If the grievor or the Union or the Employer fails to process a grievance to the next step in the Grievance Procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration, provided there exists legitimate cause for the delay.
- 14.08 No grievance shall be defeated or denied or advanced by a formal or technical objection. An Arbitrator shall have the power to allow all necessary amendments to the Grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which the Arbitrator deems just and equitable.

ARTICLE 15 – ARBITRATION

15.01 Sole Arbitrator

When either party submits a grievance to arbitration, it shall be submitted in writing addressed to the other party suggesting the name of the person to act as Sole Arbitrator. Within seven (7) working days thereafter, the other party shall respond, either agreeing with the suggestion or providing an alternative suggestion. In the event the parties are unable to agree to the appointment, the Minister of Labour, upon the request of either part, shall make the appointment.

15.02 Excluded Persons

Notwithstanding Article 15.01, no person shall be appointed as an Arbitrator who:

15.02.01 is acting, or has within a period of six (6) months preceding the date of their appointment acted in a capacity of solicitor, legal advisor, counsel, or paid agent of either of the parties; or

15.02.02 has any pecuniary interest in the matters to be arbitrated.

15.03 Arbitrator's Decision Final

The decision of the Arbitrator shall be final and binding on all parties, but in no event shall the Arbitrator have the power to alter, modify or amend the Agreement in any respect.

15.04 Clarification of Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to clarify the decision, which they shall do within three (3) working days.

15.05 Arbitration Expense

Each party shall pay one-half of the fees and expenses of the Arbitrator.

15.06 Extension of Time Limits

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

ARTICLE 16 – DISCIPLINE & DISCHARGE

16.01 Just Cause

No Employee (other than an Employee in their Probationary Period) may be disciplined or discharged except for just cause.

16.02 Probationary Employees

The Employer shall not be required to establish just cause in the event of the discipline or discharge of a Probationary Employee. However, such Employee and the Union shall be advised promptly in writing by the Employer of the reason for such discipline or discharge.

16.03 Reinstatement

In the event that it is determined by a Court of competent jurisdiction that an Employee has been unjustly suspended or discharged or if the Employer and the Union agree that an Employee has been unjustly suspended or discharged upon investigation of the matter, then such Employee shall be reinstated immediately in their former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other Arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Arbitrator(s), if the matter is referred to an Arbitrator(s).

ARTICLE 17 – HOURS OF WORK

17.01 Usual Hours of Work (Public Works)

The normal work week for Regular Full-Time Employees assigned to the Public Works Department shall consist of five (5) eight (8) hour days, Monday to Friday from 7:00 am to 3:30 pm. Employees called into work less than three (3) hours prior to 7:00 am shall be paid overtime rates for the time worked. The unpaid lunch break shall normally be from 12:00 pm to 12:30 pm. With at least one (1) weeks' notice to the Union, the Employer may set up a temporary eight (8) hour day shift which shall not commence before 6:00 am nor finish later than 5:00 pm.

17.02 Training Opportunities

Training opportunities may be provided from time to time at no cost to the Employees.

17.03 Wash-Up Time

The Employees shall be allowed five (5) minutes wash-up time before the lunch period and before quitting time.

17.04 Breaks

Employees are entitled to a paid fifteen (15) minute break in the first half of the shift and a paid fifteen (15) minute break in the second half of the shift, both breaks to be taken at the job site. An unpaid lunch break shall normally be from 12:00 pm to 12:30 pm.

ARTICLE 18 – OVERTIME

18.01 Regular Full-Time Employees

With respect to Regular Full-Time Employees, all time worked in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime and paid at the rate of **time and one-half (1½x)** the regular hourly rate. All time worked on a Holiday shall be paid at the rate of time and **double time (2x)** the regular hourly rate, plus the normal pay or time off with pay for the Holiday.

18.02 Call Outs & Weekend Standby

- a) Every Employee who is called out and required to work in an emergency outside of their regular working hours shall be paid a minimum of three (3) hours at the rate of time and one-half (1½) the regular hourly rate.
- b) Every employee who is called out and required to work in an emergency outside of their regular working hours on a holiday shall be paid a minimum of three (3) hours at the rate of double time (2x) their regular hourly rate.**
- c) In calculating the number of hours worked by the Employee, the Employee shall be credited with one-half (1/2) hour (in total, not each way) for travel to and from work.

18.03 Equitable Sharing of Overtime

All overtime work (including call-outs) required by the Employer shall be shared in an equitable fashion among all Employees qualified to perform the overtime work available, and subject to the availability of the individual Employees from time to time to perform the overtime work.

18.04 Time Off In Lieu of Overtime Pay

Subject to the provisions of 18.06 and 18.07, when an Employee works overtime (including call-outs and Holidays), the Employee may, prior to working the overtime, make a written request to the Supervisor of Public Works to take off the equivalent amount of time (calculated by using the overtime rate) in lieu of a cash payment, and all such

overtime shall be added to the Employees' overtime bank, a record of which shall be kept by the Employer.

18.05 Supervisor of Public Works Must Approve Requested Time Off

When an Employee wishes to take time off by drawing from their overtime bank, they shall, at least five (5) working days prior to the requested time off, make a written request to the Supervisor of Public Works, whose permission shall not be unjustly withheld, taking into account the Employer's reasonable labour requirements. Under no circumstances shall the requested time off cost the Employer any overtime.

18.06 Accumulation of Time Bank/Payout of Hours

An Employee may accumulate up to (80) hours per year in their time bank, but if the Employee does not use the accumulated time by the end of the calendar year, the Employee will be paid cash for all hours accumulated, subject to the usual statutory deductions.

18.07 Overtime/Callback Transportation

Any Employee who is called out and required to work overtime or in an emergency callback situation, outside of their regular working hours shall be entitled to enlist the services of paid transportation via taxi services both to and from the worksite. This service shall be invoiced to the Employer by the taxi service.

18.08 Meals

- a) **A meal will be provided by the Employer to all employees who meet or exceed their scheduled eight-hour shift by two (2) hours or more.**
- b) **A meal will be provided by the Employer to all employees who meet or exceed ten (10) hours into their callout or overtime shift. This applies to holidays as well.**
- c) **The amount of the meal allowance shall be \$15.00 (fifteen dollars) and will be paid once submitted and approved by the immediate supervisor.**

ARTICLE 19 – TEMPORARY WORK

19.01 Employees required to perform duties in a higher rated position shall receive the higher rate while occupying such position. Employees required to perform duties in a lower rated position shall not have their rates reduced.

ARTICLE 20 – HOLIDAYS

20.01 Recognized Days for Regular Full-Time Employees

The following days shall be recognized as paid Holidays for Regular Full-Time Employees:

New Year's Day	Labour Day
Family Day/Nova Scotia Heritage Day	National Day for Truth & Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Natal Day	

and any other Holiday proclaimed by the **Municipal**, Provincial or Federal Government.

20.02 Eligibility for Holiday Pay

Payment for Holidays shall be made provided the Employee has worked the last working day prior to the Holiday and the first working day following the Holiday, unless off sick with a Doctor's certificate or on an approved leave as per Article 24.02 of the Collective Agreement.

ARTICLE 21 – VACATIONS

21.01 Regular Full-Time Employees: 1 to 11 Years of Service

After one (1) year of service, Regular Full Time Employees shall be granted three (3) weeks' vacation (15 days).

21.02 Regular Full-Time Employees: 12 to 17 Years of Service

After twelve (12) years of service, Regular Full-Time Employees shall be granted four (4) weeks' vacation (20 days).

21.03 Regular Full-Time Employees: 18 Years of Service

After **eighteen (18)** years of service, Regular Full Time Employees shall be granted five (5) weeks' vacation (25 days).

21.04 Regular Full-Time Employees: 25 Years of Service

After twenty (25) years of service, Regular Full Time Employees shall be granted six (6) weeks' vacation (30 days).

21.05 Employee Leaving Service

Any Regular Full-Time Employee leaving the service of the Employer at any time during the year before they have had their vacation shall be entitled to a *pro rata* payment of salary or wages in lieu of such vacation.

21.06 Holidays Falling on Vacation Period

If a Holiday falls or is observed during a Regular Full-Time Employee's vacation period, they shall be granted an additional day's vacation for each such Holiday, in addition to their regular vacation time.

21.07 Vacation Period Requests

Vacation period requests shall be submitted by March 31st of each year and shall be discussed with the Supervisor of Public Works. Only one Regular Full-Time Employee shall be permitted to be on vacation at one time. Vacation periods shall be finalized and posted by the Employer by April 15th of each year.

Requested vacation day(s) shall commence at 12:01 am on the first requested day and continue in an unbroken period until the start of the regular hours of work on the day the employee returns.

21.08 Vacation Callback

While an employee is on a scheduled vacation day, they shall not be called back to work except in cases of emergency. If such a call back occurs, the affected employee shall have their vacation day returned to their vacation bank and be reimbursed two times (2x) their regular rate of pay for the workday.

ARTICLE 22 – MEDICAL & PENSION PLAN & LTD

22.01 Medical Benefits

During the term of this Agreement, the Employer shall provide Group Health Medical coverage, in which all employees are required to participate. Employees can opt out of the medical and dental portion of the Group Health Medical Plan provided the Employee provides satisfactory proof to the Employer of coverage under a spousal plan.

22.02 Pension Benefits

During the term of this Agreement, the Employer shall continue to provide pension benefits consistent with the Pension Plan in place as of the effective date of this Agreement, with contribution sharing as follows:

Employer: 7% - matched by Employee

The Pension Plan shall cover all full-time employees within the Public Works Department.

22.03 Long-Term Disability

Enrollment in the Town of Oxford Long-Term Disability is required as a condition of employment.

ARTICLE 23 – SICK LEAVE & WORKERS’ COMPENSATION

23.01 Entitlement

Regular Full-Time Employees shall be entitled to eighteen (18) days paid sick leave per year. The eighteen (18) days shall be earned at a rate of 1.5 days for every month an Employee is employed. Employees who do not use the allotted sick leave shall be entitled to carry over remaining sick leave, to a maximum of one hundred twenty (120) days.

NOTE: any time already in an employee’s sick bank plus the 18 days from 2020 will be front loaded into each Employee’s bank. Accumulation as above will start in 2021.

23.02 Medical Certificate (Illness)

If requested by the Employer, an Employee claiming entitlement to sick leave must produce a medical certificate after three (3) consecutive working days of illness. If such a medical certificate is not produced, the Employee shall have no claim for pay in respect of their absence from work.

23.03 Medical Certificate (Fitness to Return)

Employees eligible for sick leave and absent from work for more than fifteen (15) working days shall provide a medical certificate indicating a physician’s approval of the return to work and the Employee’s ability to carry out their normal employment duties and responsibilities.

23.04 Fraudulent Use of Sick Time

Any Employee who fraudulently applies for and/or obtains sick leave shall be subject to disciplinary action by the Employer.

23.05 Workers’ Compensation

All Employees shall be covered by Workers’ Compensation

ARTICLE 24 – LEAVE OF ABSENCE

24.01 Compassionate Leave

An Employee shall be granted five (5) regular working days leave, without loss of salary or wages, in the case of the death of a parent or step-parent, wife, husband, brother, sister, son, daughter, grandparent or grandchild. An Employee shall be granted three (3) regular working days leave, without loss of salary or wages, in the case of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law. Employees shall be entitled to one (1) day off with pay in order to attend the funeral of an aunt or uncle.

Notwithstanding the above, the Employee shall only be granted leave where the Employee intends on attending the funeral and/or has additional family responsibilities arising from the death.

24.02 No Absence

No Employee without prior consent of the Employer, shall cause themselves to be absent from their employment duties.

24.03 Duty to Notify Employer

Any Employee who will not be at work shall inform their Supervisor of such absence at least two (2) hours prior to their shift.

24.04 Volunteer Firefighters (Leave)

(a) Where an Employee is a Volunteer Firefighter and the Employer approves the Employee leaving during the shift, the Employee will suffer no loss of regular pay while performing their duties as a Volunteer Firefighter responding to an emergency call.

(b) The Town of Oxford will grant with pay one-half (½) day leave from 7:00 am to 11:00 am, to an employee who is a volunteer firefighter and who has been out on a fire call between the hours of 12 am and 6 am the night before. Leave must be approved by the CAO or Department Manager.

The Town of Oxford will grant leave with pay to an employee who is a volunteer firefighter and has been called out on a fire call during normal working hours for the time the employee is away from their work. Leave must be approved by the CAO or Department Manager.

In the case there is more than one volunteer firefighter, only one may leave the work site to attend the fire, with the exception of an extreme emergency. The leave must be approved by the CAO or Department Manager.

ARTICLE 25 – PAYMENT OF WAGES

25.01 Employees Paid Bi-Weekly

The Employer shall pay salaries and wages bi-weekly on Fridays beginning January 17, 2020 in accordance with Schedule "A: attached hereto and forming part of this Agreement. Payment shall be made by direct deposit to the bank account of the Employee's choice. On each pay day each Employee shall be provided with an itemized statement of their wages and deductions.

25.02 Holdbacks

There shall be a holdback pay by the Employer of all time worked in the previous week (Sunday to Saturday).

ARTICLE 26 – SAFETY AND HEALTH

- 26.01 (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, illness and injury. The Employer agrees to abide by the Nova Scotia Occupational Health and Safety Act and Regulations as well as all other applicable Federal or Municipal legislation.
- (b) Recognizing its responsibilities under the application legislation, the Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Any representative appointed or selected in accordance with (b) hereto shall serve a term of one (1) calendar year from date of appointment which may be renewed for further periods of one (1) year. Time off for such representative to attend meetings of the Joint Occupational Health and Safety Committee in accordance with the foregoing shall be deemed to be work time for which the representative shall be paid by the Employer at their regular rate of pay.
- (d) An Employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, unless a Doctor states that the employee is fit for further work on that shift.
- (e) Transportation to the nearest physical or hospital for Employee(s) requiring medical care as a result of an accident shall be at the expense of the Employer.

26.02 Alcohol/Drugs

As per the Employer's Durg and Alcohol policy and without detracting from the existing rights and obligations of the parties in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging Employees afflicted with alcoholism or drugs to undergo a coordinated program directed to the objective of their rehabilitation.

Explanatory Note

The purpose of this clause is that if an Employee afflicted with alcoholism or drugs will consent to take an agreed recommended program directed to their rehabilitation, their employment will not be in jeopardy during this period. A reoccurrence by the employee will result in their immediate dismissal.

ARTICLE 27 – PROTECTIVE CLOTHING

- 27.01 After thirty (30) working days, the Employer agrees to supply protective clothing and safety equipment; the brand name and quality to be at the discretion of the Employer (**steel-toe** rubber boots, safety hats, rubber gloves, rubber suits, coveralls and winter coat with "Town of Oxford" on the back) will be issued. Such protective clothing shall be returned to the Employer before new clothing will be issued.

27.02 The Town agrees to replace, at no cost to the Employee, all damaged tools used in the performance of his duties.

27.03 The Employer shall provide each Employee with a yearly **boot** allowance, payable on the last regular payday in November of each year, for **Steel-Toe CSA approved winter boots and winter rubber boots**, protective overalls, jackets, rubber boots, steel toe boots, gloves and other necessary work clothing as follows:

Regular Full-Time Employees: **\$500.00**

27.04 The Employer shall conduct an annual boot audit on each employee to ensure their boots are up to standard.

ARTICLE 28 – JOB CLASSIFICATION

28.01 The rate of pay for any position not covered by Schedule “A” which may be established during the term of this Agreement shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and rate of pay of the job in question, such dispute shall be submitted to negotiation and/or arbitration. The new rate shall become retroactive to the time the position was first filled by an Employee.

ARTICLE 29 – SUB CONTRACTING

29.01 The Employer agrees that no Employee shall be laid off or terminated as the result of sub-contracting.

ARTICLE 30 – GENERAL

30.01 Notices

Any notice (which, for the purpose of this Article, shall mean any type of notice, direction of other document) required or permitted to be given to any party herein shall be in writing and shall be sufficiently given if delivered personally, or if sent by registered prepaid mail, or if transmitted by email or other form of recorded communication to such party:

in the case of the Employer, to: The Town of Oxford
 PO Box 338
 105 Lower Main Street
 Oxford, NS B0M 1P0
Attention: Linda Cloney, Chief Administrative Officer
 Phone: 902-447-2624
 Email: lcloney@oxfordns.ca

in the case of the Union, to: Canadian Union of Public Employees, Local 4623
Attention: Dave Mattinson
 Phone: 902-664-7073
 Email: davidmattinson546@gmail.com

Notices delivered personally or by email shall be deemed to have been received on the date of delivery or transmission, or, if the date of delivery or transmission is Saturday, Sunday, or a Holiday, the next workday, unless otherwise proven. Notices sent by prepaid registered mail shall be deemed to be received three (3) working days from the date of mailing, unless otherwise proven.

30.02 Parties in Interest

This Agreement shall ensure to the benefit and be binding upon the parties hereto and their respective successors (whether by amalgamation or any other reason) and permitted assigns.

30.03 Severability

If any section or part or parts of sections in this Agreement are determined to be illegal or unenforceable, it or they shall be considered separate and severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto as if such section or sections or part or parts of the sections had never been included.

ARTICLE 31 – NO STRIKE/NO LOCKOUT

31.01 During the term of this Agreement and thereafter while *bona fide* negotiations continue with respect to a subsequent Collective Agreement, there shall be no work stoppage by the Employees nor any lockout of the Employees by the Employer, all as prohibited by the *Trade Union Act*, RSNS 1989 (as amended).

ARTICLE 32 – TERM OF AGREEMENT

32.01 Effective Date

This Agreement shall be binding and remain in effect from April 1, **2024** to March 31, **2027** and shall continue in effect from year to year unless either party gives written notice to the other party of the desire to amend this agreement. Such notice shall be given within sixty (60) days of the expiration of this Collective Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed and sealed with the party's seal by the party's duly authorized officers.

Dated at Oxford, Nova Scotia, this 2nd day of February, 202~~2~~⁴.

SIGNED, SEALED, AND DELIVERED
in the presence of

TOWN OF OXFORD
Per:

Catherine J. Smith
Witness

Gregory Henley
Gregory Henley, Mayor

Linda Cloney
Linda Cloney, Chief Administrative Officer

CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 4623
Per:

Catherine J. Smith
Witness

David Mattinson
David Mattinson

Scuiman Ruston
Member

SCHEDULE "A"

JOB CLASSIFICATIONS – WAGE RATES

Classification	April 1, 2023 Current Year	April 1, 2024 6% or CPI whichever is Higher	April 1, 2025 CPI	April 1, 2026 CPI
PW Operator/Labourer 1 (Lead Hand)	24.21			
PW Operator/Labourer 2	23.86			
General Labourer 1	19.86			
General Labourer 2	19.14			

:dlm/cope491