



Collective Agreement

- Between -

MUNICIPALITY OF THE COUNTY OF COLCHESTER

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4106**

JULY 1, 2023 to JUNE 30, 2026

THIS AGREEMENT made this 20 DAY OF August, 2024

BETWEEN

MUNICIPALITY OF THE COUNTY OF COLCHESTER
(hereinafter called the "EMPLOYER")
Party of the First Part

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4106**
(hereinafter called the "UNION")
Party of the Second Part

ARTICLE 1 - PREAMBLE

1.01 And whereas the parties to this agreement share a desire to:

- a) Establish and maintain an orderly collective bargaining relationship between the Employer and the Employees represented by the Union; and;
- b) Establish and maintain an orderly and harmonious working relationship between the Employer and the Employees represented by the Union and to provide a mechanism for the resolution of workplace disputes;
- c) Set forth an agreement covering wages, benefits and other working conditions which shall supersede all previous agreements, arrangements, practices, or terms and conditions of employment between the Employer and the employees represented by the Union.

It is agreed by the Employer and the Union that Article 1.01 (a) and (b) are not grievable clauses under this Collective Agreement.

ARTICLE 2 - RECOGNITION

2.01 BARGAINING UNIT

The Employer recognizes the Canadian Union of Public Employees and its local 4106 as the sole and exclusive bargaining agent consisting of all employees, employed in the Materials Recovery Facility, Municipality of the County of Colchester but excluding the following:

- (a) those excluded by paragraph (a) and (b) of Subsection (2) of Section 2 of the Trade Union Act.
- (b) Office employees
- (c) Production Supervisors/Managers
and hereby consents and agrees to negotiate with the Union, or any of its authorized committees concerning all matters affecting the relationship between the Parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

2.02 With respect to hiring at the MRF, the employees will be hired pursuant to the terms of the existing Host Community Agreement signed in September, 1994, between the waste management site host community and the Municipality of the County of Colchester.

2.03 WORK OF THE BARGAINING UNIT

Persons whose jobs are not in the bargaining unit shall not work on a permanent full time or permanent part time basis in any jobs which are included in the bargaining unit (subject to Article 5.02).

2.04 NO OTHER AGREEMENT

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

2.05 ATTENDANCE AT UNION BUSINESS

Union Officers and Committee members shall be entitled to leave their work not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours in order to carry out their functions under this agreement shall first be obtained from their immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties within the regular hours of work including work performed on various committees shall be considered as time worked.

2.06 PLURAL OR FEMININE TERMS MAY APPLY

Where this Agreement may use a feminine or masculine pronoun, the language shall be amended to be gender neutral. Where the singular is used, it may also be deemed to mean plural where the context so requires.

2.07 DEFINITIONS

For the Purposes of the Agreement:

- (a) "Union" means the Canadian Union of Public Employees, Local Union 4106, Kemptown, Nova Scotia.
- (b) "Employer" means the Municipality of the County of Colchester.
- (c) "Management", is CAO, Directors, Managers, Supervisors, and other designated positions as determined by Council.
- (d) "Employee" means a person employed within the bargaining unit as defined in the Labour Relations Order No. 4529 dated the tenth day of September, 1997 consisting of all the Permanent full-time and Permanent part-time employees of the Employer but excluding those engaged in primarily clerical functions, management and those excluded by paragraphs (a) and (b) of subsection 2 of the Trade Union Act.
- (e) A "Permanent full-time Employee" means one who has completed a probationary period and who occupies an ongoing position within the Bargaining Unit.
- (f) "Permanent part-time Employee" is an employee who works less than the fully prescribed hours of work on a recurring and regular schedule basis and who has completed the probationary period.
- (g) A "Casual employee" is an employee who is neither a "permanent full-time" nor "permanent part-time" employee. Casual employees provide the employer with a list of their availability and are then scheduled at the discretion of the Employer, as required:
 - (i) to replace permanent full-time or permanent part-time employees who may be absent from work for any reason and
 - (ii) to supplement the workforce whenever necessary.
- (h) A "Term Employee" means an employee appointed on a term basis. A Term Employee may be a permanent full-time, a permanent part-time or a casual employee who has completed probation.
- (i) A "Temporary Employee" is hired by the Employer for the purpose of filling a temporary vacancy or temporary job. Temporary employees employed for one hundred eighty (180) or more continuous calendar days shall be included in the bargaining unit, subject to the terms and conditions provided for in the Agreement.
- (j) A "Probationary" employee is a person hired on a probationary basis as defined in **Article 28** of this Agreement, and who has limited rights in the Collective Agreement, specifically to receiving orientation to the Union and Union representation in formal coaching and disciplinary meetings with the employer. However, a probationary employee may be terminated by the employer as per the Nova Scotia Labour Standards Code before they have successfully passed their probationary period and such termination may not be the subject of a grievance.
- (k) "Service" means the total accumulated hours of work with the Employer and includes all protected leaves in accordance with the Nova Scotia Labour Standards Code, but not to lay-off.

- (l) "Seniority" means the length of service with the employer. Where seniority is relevant between a Permanent full-time, permanent part-time and or casual employee, seniority will be prorated for the number deemed hours worked by employee.
- (m) "Holiday" means the twenty-four (24) hour period commencing at 12.01 a.m. on a day designated as a holiday in this Agreement.

2.08 Permanent part-time Employees covered by this Collective Agreement will be entitled to all benefits of the collective agreement on a pro rata basis, unless specified otherwise in this agreement. Medical/Dental benefits (etc.) are subject to availability by benefits providers.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The management and direction of Employees, operations and services is vested exclusively in the Employer, and any matter arising out of this shall not be the subject of collective bargaining. All functions, rights, powers, prerogatives, and authority which the Employer has not specifically abridged, deleted or modified by this Agreement are recognized by the Union as being retained by the Employer.

3.02 Without limiting the generality of the above, these rights include, but are not limited to, the right to:

- (a) hire, classify, transfer, direct, reprimand, suspend, discharge or otherwise discipline;
- (b) determine the work force requirements, responsibilities and standards of work to be performed;
- (c) specify assignments for employees;
- (d) expand, reduce, alter, combine, transfer or terminate any function or service which may be performed by members of the Bargaining Unit;
- (e) determine the size and composition of the workforce according to the needs of the Employer;
- (f) make or amend policies, procedures and practices provided that such policies, procedures and practices applying to members of the Bargaining Unit are not contrary to the terms of this Agreement.
- (g) maintain order and efficiency and generally manage the business, direct the workforce and establish terms and conditions of employment not in conflict with the provisions of this Agreement.

3.03 The Employer reserves the right to delegate its authority in any manner it sees fit under this Agreement.

ARTICLE 4 - NO DISCRIMINATION OR HARASSMENT

- 4.01 The Employer and the Union agree that there shall be no discrimination exercised or practiced with respect to any Employee as defined under the Human Rights Act of Nova Scotia.
- 4.02 The Employer and the Union agree that they are committed to promoting a workplace that is free of harassment as prohibited by the Human Rights Act. *R.5., c. 214, s. 1.*

ARTICLE 5 - UNION SECURITY

5.01 SECURITY

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

5.02 QUALIFICATION

Nothing herein requires the Employer to terminate the employment of an Employee because **they have** been expelled or suspended from membership in the Union for a reason other than the failure to pay periodic dues, assessments and initiation fees uniformly required to be paid by all members of the Union as a condition of acquiring or retaining membership in the Union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 DEDUCTION OF DUES

The Employer shall deduct from every permanent full-time and permanent part-time employee any monthly dues, initiations, or assessments levied, in accordance with the Union Constitution and/or By-Laws and owing by **them** to the Union.

6.02 FORWARDING OF DUES

Deductions shall be made from the biweekly payroll period and shall be forwarded to the **National** Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa, Ontario, K1G 0Z7 not later than the 30th day of the month, accompanied by two copies of a list of names, addresses and classifications of employees from whose wages the deductions have been made.

6.03 DUES RECEIPTS

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

6.04 INDEMNIFICATION

In consideration of the employer deducting and forwarding these amounts the Union agrees to indemnify and save harmless against any claim or liability arising out of or resulting from the operation of this article. Such indemnity shall not only cover the full amount of such claims, but also the legal and other costs of the Employer in relation to such claims.

ARTICLE 7 - ACQUAINT NEW EMPLOYEES

- 7.01 (a) The Employer agrees to acquaint new Union members with the fact that a Union Agreement is in effect, by introducing the employee to the union steward. The Union shall provide the employee with a copy of this Agreement.
- (b) A representative of the Union shall be given ten (10) minutes without loss of pay or benefits to meet with the Union member and acquaint them with the Union. The time scheduled for the meeting will be subject to management approval.

ARTICLE 8 - UNION ACTIVITY

- 8.01 The Union shall notify the Employer of the names of the local Stewards.
- 8.02 Except for Article 2:05 and Article 21:01, local Union Stewards may be entitled to leave their work without loss of pay during working hours with approval in order to carry out their functions under this Agreement which are limited to the processing of complaints or grievances. Permission to leave work during working hours for such purposes shall be first obtained from the Supervisor, and granted if it does not conflict with their duties to the Employer, Steward's will report to their Supervisor prior to resuming duties.
- 8.03 The Union Agrees to keep the Employer informed of its current list of local Stewards and Representatives and shall within fifteen (15) days of any change deliver the names, addresses and telephone numbers to the Employer.
- 8.04 The National Representative of the Union shall have access to the Employer's premises to discuss business with the Employer and/or employees, but in no case shall their visit interfere with the progress of the work.

ARTICLE 9 - HOURS OF WORK

9.01 REGULAR DAILY HOURS

The regular daily hours shall consist of no more than 10 hours per day and not to commence before 6:00 a.m. nor finish later than 6:00 p.m. The Employer has the right to adjust the regular daily hours. The Employer must provide one weeks' notice to the Union of any changes to the regular daily hours of work. Prior to making changes in the schedule, the Employer will meet with the Union Executive to discuss. This discussion will take place at a Labour Management Meeting.

All employees are entitled to a twenty (20) minute paid work break in the first four (4) hours of the shift and an additional twenty (20) minute paid work break in the second four (4) hours of their shift. Hours of work will be punctuated by an unpaid one-half (½) hour meal break.

Employees are entitled to 5 minutes prior to the end of each day for personal clean up before leaving the premises.

9.02 REGULAR WEEKLY HOURS

The regular weekly hours shall consist of five (5) days from Monday to Friday inclusive, for a total of forty (40) hours per week. The Employer and the Union recognize that these regular hours and days may have to be changed to meet the requirements of plant operations. Prior to making changes in the schedule, the Employer will meet with the Union Executive to discuss. This discussion will take place at a Labour Management Meeting.

The regular weekly hours and days as stated in 9.02 does not constitute a guarantee of a five day work week of forty (40) hours per week to any employee. The Employer maintains the right to augment the work week as required.

ARTICLE 10 - STATUTORY AND OTHER RECOGNIZED HOLIDAYS

10.01 LIST OF HOLIDAYS

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

Statutory Holidays

1. New Year's Day
2. NS Heritage Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. **First Monday in August**
8. Labour Day
9. **National Day for Truth and Reconciliation**
10. Thanksgiving Day
11. Remembrance Day
12. Christmas Day
13. Boxing Day
14. Any future Statutory Holiday decreed by Federal or Provincial Law

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

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

- 10.02 When the holidays listed in Article 10.01 falls on a permanent Employee's scheduled day off, the Employee shall receive another day off with pay at a time that is mutually agreed between the Employer and the Employee.

- 10.03 When an Employee's regularly scheduled day of work falls on a holiday listed in 10.01, the Employer, shall;
- (a) grant the holiday off with pay; or
 - (b) **if a holiday falls on a regularly scheduled day off, permanent full-time and permanent part-time employees covered by this Agreement shall be granted holiday pay or lieu time compensation.**
 - (c) if mutually agreed between Employer and Employee, pay the Employee **their** regular rate of pay for hours worked plus time off in lieu of the additional one-half(½) times **their** regular rate of pay for the time worked and the additional eight (8) hours for the holiday.
- 10.04 When a Permanent part-time employee works a holiday listed in 10.01 the Employer shall give the holiday in pro-rated hours for the holiday.
- 10.05 A Permanent full-time Employee in the "bargaining unit" shall be entitled to paid holidays providing:
- (a) **they have** received or **are** entitled to receive wages for at least fifteen (15) days during the preceding thirty (30) calendar days; and
 - (b) **they have** worked **their** scheduled working days immediately preceding and immediately following the holiday, unless on an approved leave or otherwise directed to be absent. To qualify for the paid holidays employees cannot be more than 30 minutes late for the start of their regularly scheduled shift.
- 10.06 When the calendar date of a designated holiday falls in the Employee's period of vacation, the holiday shall not count as a day of vacation.

ARTICLE 11-VACATION, SICK, MEDICAL/DENTAL, AND BEREAVEMENT LEAVE

11.01 VACATION TIME

The Vacation scheduled shall be maintained on a calendar year basis - January 1 to December 31. With the exception of five (5) days, vacation time must be earned prior to being used. An employee may take up to 5 days vacation prior to earning vacation credits. Should an employee be dismissed from, laid-off from or quit their employment, any vacation previously taken but not yet earned will be reclaimed by the employer by a deduction from their final payment of wages.

11.02 VACATION DAYS EARNED

Permanent full time Employees shall be entitled to earn annual vacation with pay, on a prorated basis, according to the following:

- (a) Up to and including 8 years of continuous service, 120 hours of vacation with pay annually, (earning 4.62 hours of vacation time per bi-weekly pay period),
- (b) From 8 complete years up to and including 15 years of continuous service, 160 hours of vacation with pay annually (earning 6.15 hours of vacation time per bi-weekly pay period);

- (c) From 15 complete years up to and including 22 years of continuous service, 200 hours of vacation with pay annually (earning 7.69 hours of vacation time per bi-weekly pay period);
- (d) From 22 years of **completed** continuous service, 240 hours of vacation with pay annually (earning 9.23 hours of vacation time per bi-weekly pay period);

Permanent part-time Employees will earn vacation on a pro-rated basis based on the number of regular hours worked.

11.03 VACATION CARRY OVER

- (1) A maximum of one week vacation may be carried forward from one calendar year to the next calendar year.
- (2) **Notwithstanding (1) above, any vacation not taken within the calendar year will be paid out on the last pay period of the calendar year.**

11.04 SCHEDULING VACATION REQUESTS

Employees shall notify their supervisor of their requested vacation dates by March 31st of each year. Requests received up to and including March 31st will be assigned according to Seniority with the Employee with the most seniority having the first choice of vacation dates. After March 31st the remaining open vacation dates will be filled on a "first come - first served" basis. All Permanent full-time Employees must take a minimum of five (5) consecutive days of vacation (Monday to Friday) or a combination of statutory holidays and vacation, in each calendar year.

Annual Vacation shall not be taken without the prior approval of the Employer. Supervisors will make every reasonable attempt to grant the vacation dates requested. If the supervisor is unable to grant the dates requested then they shall provide the Employee with an explanation and the Supervisor and the Employee shall mutually agree to alternate vacation dates.

11.05 HOLIDAY FALLING ON AN EMPLOYEE'S VACATION DAY

If a holiday falls or is observed during an Employee's vacation it shall not be counted as a day of vacation.

11.06 VACATION PAY ON TERMINATION OF EMPLOYMENT

An Employee terminating employment shall be entitled to the payment of vacation earned in lieu of the vacation.

11.07 BENEFITS

Benefits, including seniority, continue while the Employee is on vacation.

11.08 CALL BACK FROM VACATION

An Employee can only be called back from vacation on a voluntary basis. An Employee who agrees to a call back to work from vacation shall be paid at **their** regular rate plus one half(½) their regular rate and at double time for Sundays and Holidays. Employees shall be given an alternate vacation day for each day of vacation, including Sundays and Holidays, that they were called back to work.

11.09 SICK TIME DEFINED

Sick time is the period that a Permanent full time or Permanent part time Employee is absent from work due to an illness or disability that makes them unable to perform their job duties.

11.10 SICK TIME BENEFIT

- (a) Permanent full time Employees are eligible for the sick time benefit, provided they have banked sufficient hours in their sick time bank in accordance with 11.11(b). The sick time bank will be reduced by one hour for each hour of approved sick time taken. The benefit will cease when the sick time bank has no hours remaining.
- (b) An Employee shall earn to a maximum of 760 sick time hours in the sick time bank at the rate of 1.50 days (12 hours) per month.
- (c) Permanent part time and unionized term Employees are eligible for sick time to the extent that such employee has accumulated a sick time bank. Such sick time banks shall accumulate in proportion to the rate as a full-time employee to a maximum of 760 sick time hours. For purposes of this article, permanent part-time and unionized term members shall be pro-rated based on hours worked.
- (d) Subject to Articles 11.10 (a) (b) (c) and other requirements contained in this Agreement and in the Employer's personnel manual, if an employee becomes ill or disabled, the Municipality shall pay the employee wages at the level of pay in place at the time the illness or disability occurred for each day that the illness or disability continues. In the event an employee's sick time bank is exhausted, the Employee can apply for Employment Insurance (EI) Sick Benefits. Employees who are sick or disabled beyond 119 calendar days have the ability to apply for long Term Disability Benefits.
- (e) While an employee is absent without pay for any reason, the employee shall not accumulate sick time credit, for the period of such absence, but shall retain the cumulative sick time credit, if any, existing at the start of such absence. Absence without leave include suspension without pay, leave of absence, and Long-Term Disability.

11.11 SICK TIME NOTIFICATION

Employees must notify their immediate supervisor a minimum of one (1) hour before the start of their regular shift that they will be absent from work. Except in cases of emergency failure to provide minimum notice will result in loss of pay for the period of absence.

11.12 PROOF OF ILLNESS

Employees must provide a certificate from a medical practitioner for any illness in excess of five consecutive working days certifying that the Employee was unable to perform their duties due to illness. The Employer reserves the right to require further details from the medical practitioner with the approval of the Employee (which shall not be unreasonably withheld), at the employers expense. The Employee may be required to undertake an independent medical examination by a qualified medical practitioner selected by the Employer. In cases where repeated illness occurs the Employer

reserves the right to require medical certificates for illness of less than three days if the Employer suspects the misuse of sick time. The Employer also reserves the right to require medical certificates from Employees prior to the Employee returning to work to ensure that the Employee is fully capable of fulfilling their job duties. The Employer shall pay all costs for medical certificates in all instances where the Employer has initiated the request for medical certificates.

11.13 BEREAVEMENT LEAVE

- (a) Where a death occurs in an Employee's immediate family, they shall be permitted **fifty-six (56) hours off with pay** following the date of death. Immediate family includes: Mother, Father, Sister, Brother, Daughter, Son, Spouse, Common Law Spouse, **Life Partner**, Mother-in-Law, Father-in-Law, **Grandfather**, **Grandmother**, Step Parent, Step Children, Step Siblings, Foster Parents, Foster Children and Grandchild;
- (b) When a Sister-in-Law, Brother-in-Law, Son-in-Law, Daughter-in-Law, has died the Employees shall be permitted to **forty (40) hours off with pay** following the date of death;
- (c) Where an Aunt, Uncle, Niece or Nephew has died the Employee shall be entitled to one (1) working day off with pay.
- (d) When a death occurs to any other relative or fellow employee, or close friend, an Employee shall be granted time off from work with pay to attend the funeral or visitation (this time off shall not exceed one-half($\frac{1}{2}$) day);
- (e) In cases where the funeral or visitation requires an Employee to travel a considerable distance, the employee may be granted additional time off work, not to exceed one day of travelling;
- (f) All time off must be approved by the employee's supervisor;
- (g) An Employee may be granted additional time off to a maximum of seven (7) days with pay for extraordinary circumstances, at the discretion of the Chief Administrative Officer;
- (h) Relatives in this Article include those legally defined and recognized by the government of the Province of Nova Scotia as married, common law, or registered domestic partners.

11.14 GENERAL LEAVE

- (a) Employees are entitled, on a pro-rated basis, to a maximum of twenty-four (24) hours per annum with pay to attend to the care of an immediate family member or to handle personal situations that may arise. The approval of General Leave is not an automatic entitlement but is at the discretion of Management. Each individual case will be examined with the context of equality, and the need for sensitivity in individual circumstances will be taken into consideration. This time may be used in combination with medical and dental appointments. The maximum number of days in combination with 11.15 shall not exceed 48 hours.
- (b) The parent of a newborn or adopted child(ren) is allowed one (1) day with pay to attend to the birth or adoption of the child(ren). This time may be taken over two (2) days, split, one-half($\frac{1}{2}$) day each. If the day of birth or the day of adoption falls

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

- (c) The employee is allowed one (1) day per annum for arrangements regarding a personal move where the employee is changing principal residence.
- (d) All leave must be submitted to the Manager for approval, at least seven (7) days prior to the leave being taken.
- (e) Additional days required by the employee with respect to paragraph (b) and (c) of this provision may be taken with the approval of the Manager.

11.15 MEDICAL AND DENTAL APPOINTMENTS

- (a) Employees are entitled, on a pro-rated basis, to a maximum of twenty-four (24) hours per annum with pay for medical and dental appointments. This time may be used in combination with General Leave, 11.14 (a). The maximum number of hours in combination with 11.14 (a) shall not exceed forty-eight (48) hours.
- (b) Employees are encouraged to make scheduled medical and dental appointments outside their regular working hours. Three days notice must be provided by the Employee to their Supervisor for appointments that cannot be arranged outside of work hours.

11.16 CANADIAN CITIZENSHIP CEREMONY LEAVE

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

ARTICLE 12 - WORKERS COMPENSATION ISSUES

12.01 WORKERS COMPENSATION

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

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

Seniority

Subject to Article 17, while an employee is off work on Workers' Compensation benefits, seniority shall accrue to the employee as if they had worked their regular hours.

12.02 CONTINUING RIGHTS AND BENEFITS

An Employee receiving payment for a compensable injury under Worker's Compensation shall accumulate seniority and shall be entitled to all benefits under this collective agreement. While receiving Workers Compensation Benefits the Employee must contact the Employer on a monthly basis.

12.03 RETURN TO WORK

An employee who is no longer deemed to have a compensable injury and returns to work shall be placed in their former position with the Employer provided that the Employee's compensable injury allows the Employee to perform the job to a level of efficiency required to maintain the efficiency of operation of the facility. The Employee shall be provided a reasonable amount of time to re-acustom them to performing the tasks involved. If an employee cannot perform the essential duties of their position, the Employer, Union and the employee will meet to establish a possible accommodation, to the point of undue hardship, for the affected employee.

ARTICLE 13 - WAGES

13.01 WAGE RATES

See Schedule "A"

13.02 PAY DAYS

The Employer shall pay salaries and wages on a bi-weekly basis for the two week period preceding the start of the week in which the pay is received by the Employee and in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day, each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration or by this agreement. Overpayment is recoverable but shall be recovered by the Employer in a manner that is reasonable and does not cause immediate excessive financial burden on the Employee. Employees are responsible for the timely reporting of overpayments. The Employer shall maintain the right to deduct any monies owing by the employee to the Employer for accidental overpayments, employee share of any equipment or clothing cost sharing arrangements, pay advances or any other monies owing by the employee to the Employer at the time of the employees date of termination of employment. These monies owing will be deducted from the Employee's pay.

13.03 SHORTAGE OF PAY ADJUSTMENT

If any Employee covered by this Agreement has not received the wages earned in any one period by cause of shortage, it shall be reported to the supervisor who shall arrange immediately for appropriate adjustment, **unless the shortage is in an amount less than twenty-five dollars (\$25.000) of the employee's regular pay in which event an adjustment may be made the following pay period.**

If the employee has a shortage of hours related to payout of banked hours from prior pay periods, it shall be reported to the Manager who shall arrange

immediately for appropriate adjustment if the amount is in excess of one hundred dollars (\$100.00). If the amount is less than one hundred dollars (\$100.00), adjustment shall be made on the following pay period.

ARTICLE 14 - OVERTIME

14.01 OVER TIME DEFINED

All time worked in excess of forty (40) hours per week or on a paid holiday as provided in Article 10.01, and authorized by the Employer shall be considered overtime. Overtime shall be on a voluntary basis except in those cases where insufficient numbers of employees and/or qualified personnel have volunteered. In these cases a list of qualified personnel will be maintained and required overtime will be allotted on a rotating basis from the top to the bottom of the list, using seniority. Both parties agree mandatory overtime will be kept to a minimum. Therefore mandatory overtime will be limited to one shift per pay cycle per worker.

Employees should be given at least four days notice of the requirement to mandatory overtime. In cases where the designated employee cannot be available, the employee will immediately inform the Supervisor and find their own replacement for the shift.

The employee shall inform the Supervisor of the name of their replacement at least twenty-four (24) hours in advance of the shift or report for duty.

For the purposes of this clause time worked includes actual time on the job, scheduled vacation time, sick time, scheduled appointment time and the holidays as stated in Article 10.01

14.02 COMPENSATION FOR OVERTIME WORK

Overtime rates shall apply for work as follows:

- (a) Time and one half (1 ½) for all hours worked beyond forty (40) hours in one week
- (b) On Christmas and New Year's Day - double time in addition to the pay for the holiday. **All other holidays will be pay plus one-half (1/2) their regular rate of pay for hours worked and an additional eight (8) hours pay at straight time rate.**
- (c) Time and one half (1½) for work on Saturday
- (d) Double time (x2) for work on a Sunday
- (e) Employees shall not be required to lay-off during regular scheduled hours to equalize any overtime worked.
- (f) The terms and conditions for the payment of Overtime for staff training events shall be at the discretion of the Employer as long as such terms and conditions are made known to Employees prior to attendance at the event.

14.03 CALL BACK

When time permits, upcoming overtime hours available will be posted first on a voluntary basis, for all employees that are interested and available to work to sign up.

The necessary spots will be filled, utilizing the seniority list from the most senior employee being selected first, and moving down the list.

If all spots were not filled with the voluntary sign-up sheet, overtime hours will be assigned to casual, **term** and **temporary** staff as needed. If there are still spots that are required to be filled, the seniority list will be utilized, this time from the least senior employee upwards, until all necessary spots are filled.

When time does not permit, due to unforeseen circumstances, management will approach the most senior employee that is qualified for the position to offer the overtime hours and will continue down the seniority list until the positions are filled.

Call-back time shall be divided in the same manner as overtime pursuant to Article 14.01, for employees that are qualified to perform the work that is available. Payment for call backs shall be at time and one-half (1½) or double time (2x) in accordance with Article 14.02. The minimum call back duration shall be 2 hours, at the applicable overtime rate. Any additional call-backs or overtime calls received within the original call-back duration shall be considered a continuation of overtime and shall not be considered new calls.

14.04 CALL-BACK GUARANTEE

An Employee who is called back and required to work outside **their** regular working hours shall be paid whenever there is a break between the Employee's regularly scheduled hours and the work the Employee is called in to perform. When the call back work is completed, the Employee shall be allowed to leave. The Employee shall be paid from the time **they stamp** their time card "in" to the time **they stamp** their time card "out" or for three hours at their regular rate of pay whichever is greater.

14.05 TIME OFF IN LIEU OF OVERTIME

Instead of cash payment for overtime, an Employee may choose to receive time off at the overtime rate at a time approved by the Employer. All time off in lieu of pay must be taken within the same year (January 1 to December 31) that it was accumulated. Employees may request once per year (other than December) all or a portion of their banked overtime to be paid out. Any payout prior to the final payout in December will be subject to the Employee(s) notifying **their** supervisor in writing the Friday before payday.

ARTICLE 15 - GRIEVANCE AND ARBITRATION PROCEDURES

15.01 Settling of Grievances

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

The following is the method for dealing with grievances:

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

- Step 1** The grievance shall be presented in writing by the Union to the departmental Director within ten (10) working days after the response from the Supervisor. The Director may ask for verbal clarification on the grievance from the Employee(s) concerned or the Union and to discuss all issues relating to the grievance. The Director shall have ten (10) working days in which to reply to the grievance.
- Step 2** Failing a satisfactory settlement of the grievance at Step 1, the Union will, within ten (10) working days of the response at Step 1, submit the grievance to the Director of Corporate Services. The Director of Corporate Services may ask for verbal clarification on the grievance from the Employee(s) concerned or the Union and to discuss all issues relating to the grievance. The Director of Corporate Services shall have ten (10) working days in which to reply to the grievance.
- Step 3** Failing a satisfactory settlement of the grievance at Step 2, the Union will, within ten (10) working days of the response at Step 2, submit the grievance to the Chief Administrative Officer. The Chief Administrative Officer will make every effort to meet with the Union to discuss the issues relating to the grievance prior to rendering a decision. The Chief Administrative Officer shall have ten (10) working days in which to reply to the grievance unless the Chief Administrative Officer, in **their** sole discretion, believes that **they require** authority from Municipal Council in camera or Council Committee in camera in which case the Employer shall have three working days following the next regularly scheduled meeting in which to reply to the grievance. The Union shall not be entitled to be present or to participate in any such Council or Council Committee meeting.
- Step 4** Failing a satisfactory settlement of the grievance at Step 3, the Union will have ten (10) working days, to notify the Employer in writing of its intention to refer the dispute to arbitration. The Union shall have thirty (30) working days to initiate arbitration proceedings as outlined in Article 16. Failure to do so shall deem the grievance to be automatically dismissed.
- 15.02 In any case where the Union presents the grievance in person or, in any case in which a hearing is held on a grievance at any level, the Employee will be accompanied by a representative of the Union.
- 15.03 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded.
- 15.04 At the request of either **party** to this Agreement, it is mutually agreed to extend the time limits specified herein.
- 15.05 Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration.

- 15.06 The Employer shall advise the Union of the names and jurisdiction of the persons designated as the levels of the grievance procedure.
- 15.07 Where a difference arising between the parties related to the interpretation, application, or administration of this Agreement, including questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 15, notify the other party within fifteen (15) days of the receipt of the reply at the third step of its desire to submit the difference or allegation before a single arbitrator or an arbitration board.
- 15.08 Where the parties are agreed that a matter should be referred to a single arbitrator and:
- (a) they are able to agree upon an arbitrator, then such arbitrator shall be properly appointed:
 - (b) they are unable to agree upon an arbitrator, then the Minister of Labour for Nova Scotia shall appoint.
- 15.09 (a) Where the parties have not agreed that a matter should be decided by a single arbitrator within seven (7) days of the request for arbitration, it shall be dealt with by an arbitration board.
- (b) The party which has requested arbitration shall indicate the name of its appointee to the arbitration board.
 - (c) The other party shall name its appointee within seven (7) days.
 - (d) The two (2) appointees shall select a chairman by mutual agreement
 - (e) In the event that the appointees are unable to agree upon a chairman within seven (7) days, then the Chairman shall be appointed by the Minister of Labour for Nova Scotia.
- 15.10 The Board may determine its own procedure in accordance with the Trade Union Act and shall give full opportunities to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of its first meeting.
- 15.11 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the arbitration board shall be binding, final and enforceable on all parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change, alter, modify, or amend any of the provisions of this Agreement.
- 15.12 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the arbitration board to reconvene the Board to clarify the decision which it shall make every effort to do within seven (7) days.
- 15.13 Each party shall pay one half of the fees and expenses of the chair of the arbitration board or sole arbitrator as the case may be. Each party shall pay its own costs in respect of its nominee to the Board of Arbitration.

15.14 No grievance shall be defeated or denied by any formal or technical objection with the exception of the time limits identified in Step 2 or Article 15.01, which is mandatory.

ARTICLE 16 – DISCIPLINE, SUSPENSION AND DISCHARGE

- 16.01 No Employee who has successfully completed their probationary period shall be disciplined, suspended without pay, or discharged except for just cause.
- 16.02 Nothing in this Article prevents an Employee from going to arbitration on the issue of proving the facts of the breach of the alleged misconduct.
- 16.03 Before an Employee is disciplined or discharged, they shall have the right to have a Union representative present. This shall not preclude the right of the Employer to suspend with or without pay "pending investigation" when a representative is not available.
- 16.04 Where an Employee is suspended without pay or discharged, the Employer shall, within ten (10) working days of the suspension or discharge notify the Employee and Union in writing stating the reason for the suspension or discharge.
- 16.05 A Union Employee who has been disciplined, suspended without pay, or discharged shall have their grievance filed at Step 2.
- 16.06 The Employer may, at any time post rules of work and the postings shall be deemed to be notice to all Employees. Breach of such rules may be the basis for discipline up to and including discharge. The Employer agrees that such rules will relate to the conditions of the workplace and shall not be discriminatory.
- 16.07 The Employer supports a system of progressive discipline except in the case of serious offences as outlined in the Personnel Policy Manual.
- 16.08 All disciplinary letters or adverse reports will be removed from the employee's personnel file and destroyed after 24 months of occurrence. For example: a second written warning on January pt 2010 will be removed on January pt 2012.
- 16.09 Notwithstanding 16.05 when an Employee has been disciplined, an informal discussion shall be held between the Union and Supervisor prior to filing the Step 2 grievance.

ARTICLE 17 - SENIORITY

17.01 DEFINITION

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

Seniority Conversion

In the case of a Permanent Full-Time Employee, seniority shall be based on the date of commencement of employment as a Permanent Full-Time Employee, but adjusted for

any hours worked as a Permanent Part-Time and or Casual Employee. (The adjustment shall be based on hours worked. The number of days of adjustment shall be based on hours worked as a Permanent Part Time and or Casual Employee divided by 2080 hours; for example, a Permanent Part Time and or Casual Employee who worked 1,000 hours shall have **their** date adjusted by 175 days calculated as follows: 1000 hours divided by 2080 hours per year x 365 days per year" 175 days). In the case of a Part-Time Employee, seniority shall be based on hours worked as an Employee. An employee who successfully passed probation and was made permanent would get credit for seniority for the six months of probation.

17.02 SENIORITY LISTS

The Employer shall revise the seniority list every twelve (12) months. The Employer and the Union agree that the seniority lists set out in Appendix "B" accurately state the seniority of Employees as of the signing of this Agreement. The Employer will issue an updated list in January of each year. A copy of the seniority list will be posted and a copy provided to the Union. If an Employee does not challenge the position of **their** name on the seniority list within thirty (30) calendar days from the date **their** name first appears on the seniority list as posted, then **they** shall be deemed to have proper seniority standing on the list as posted.

Permanent Employees who have the same seniority date shall have their position on the seniority list determined by random draw in the presence of the Union.

Casual Employee Seniority list

A Casual Employee Seniority List, separate from the Seniority Lists for permanent full-time and permanent part-time employees shall be maintained. The Casual Employee Seniority List shall have as its primary purpose to track in hours, from the date of hire, the length of service with the employer. A casual employee who has completed 1300 hours of work or nine months, whichever comes first, with the employer will not be subject to a probationary period if hired into a permanent job.

17.03 LOSS OF SENIORITY

An Employee's seniority shall cease and **their** employment shall be terminated if **they**:

- (a) quit **their** employment, or
- (b) is discharged and is not reinstated through the grievance or arbitration procedure, or
- (c) retires or is retired, or
- (d) is absent and does not notify the Manager or **their** delegate within four hours of the start of their shift. Seniority shall be maintained and termination will not occur in a case where the Employee is absent from work due to a personal or family emergency and does not notify the Manager or **their** delegate within three consecutive working days from the start of the first day of absence, provided that the Employee provides documentation of the emergency should the Employer request such documentation, or
- (e) fails to return to work from an authorized leave of absence, or

- (f) is laid off for a period in excess of twelve (12) months, or
- (g) fails to report to work from lay-off (provided that the Employer has provided the Employee with notice of recall by registered/certified mail a minimum of five working days prior to the date of commencement of work) and where the Employee has not contacted the Employer and received written permission to report to work on a later date, or
- (h) is absent from work as a result of illness or accident for a period in excess of twenty four (24) months, all subject to any statutory duty to accommodate.

17.04 SENIORITY ON PROMOTION OUTSIDE THE UNIT

Any Employee promoted to a job outside the bargaining unit shall retain **their** bargaining unit seniority for a period of six (6) months following such promotion and the Employer may elect to return such Employee to the bargaining unit at any time within such six (6) month period.

ARTICLE 18 – LIABILITY OF EMPLOYEES

18.01 INSURANCE OF EMPLOYER VEHICLES

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

18.02 LEGAL ACT

The Employer will indemnify and save harmless all employees performing any legal act within the scope of their authority and in the course of their employment. The employee will indemnify the Employer for any acts of negligence or damages to persons or property if the conduct was outside the scope of the employee's duty.

18.03 DRIVERS ABSTRACT REQUIREMET

All Employees who operate the Employers vehicles in completing their employment duties shall provide the Employer with a drivers abstract on an annual basis. All costs incurred in obtaining the abstract shall be at the expense of the Employer. All Employees who have had their license revoked, suspended or have not renewed their drivers license shall immediately notify the Employer and shall not operate the Employer's vehicles without the written permission of the Employer.

ARTICLE 19 – LAY-OFFS, RECALLS, AND REDUCTION OF THE WORKFORCE

19.01 DEFINITION OF LAY-OFF

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

19.02 ROLL OF SENIORITY IN LAY OFFS

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their classification and seniority. An employee about to be laid off may bump any employee with less seniority, and providing the employee exercising the right is qualified to perform the work of the employee with less seniority. A full time employee may bump another full time, part time, term, temporary or casual employee, provided they have more seniority. However, a term, temporary, part time or casual employee shall not bump a full time employee regardless of seniority.

19.03 NOTICE OF LAY OFF

In the event of a lay off as defined in Article 19.01, employees shall be given written notice before being laid off or wages in lieu of the same. Length of employment with the Employer will determine the amount of notice to be given as follows:

<u>Length of Employment</u>	<u>Notice</u>
3 months - two years	1-week
2 years or more	2 weeks
5 years or more	4 weeks
10 years or more	8 weeks

19.04 RECALL

- (a) Employees will be recalled to work by seniority provided they are qualified to perform the duties of the classification/position.
- (b) The Employer will forward notice of recall by certified mail to the last known address of the Employee on file with the Employer. The Employee must, within three (3) working days of delivery or attempted delivery of the notice of recall, notify the Employer of their intent to return to work on the date specified for the recall and thereafter return to work on such date.
- (c) Employees will have recall rights for a period of 12 months as per Article 17.03 (f).

19.05 GRIEVANCE ON LAY-OFF AND RECALLS

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

ARTICLE 20 - FILLING OF VACANCIES AND TRAINING COURSES

20.01 FILLING OF VACANCIES

- (a) Posting and bidding:
When a new position is created, or a job vacancy occurs, the Employer shall notify the Union in writing and, post notices of the position for five (5) full working days on the Employer notice board. An Employee desiring the position must make application in writing to management within five (5) working days of the first day of posting.

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

(b) Selection Process

Selection of persons to fill the posted job shall be based on qualifications, skill, ability, and past performance, and where, in the judgment of the Employer, qualifications, skill, ability and past performance of competing Employees are equal, seniority shall govern.

In filling of a vacancy, the Employer shall give first consideration to Employees who have made application for the vacancy. If there are no internal candidates qualified to perform the duties of the position, the Employer may advertise outside the bargaining unit for any vacancy from outside the bargaining unit, subject to the other provisions of this Article 20.01.

(c) Notification of Successful Applicant

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin boards.

(d) Temporary Vacancy

Any vacancy can be filled at the discretion of the Employer on a temporary basis for up to sixty (60) calendar days.

(e) Trial Period

An Employee who is awarded a position shall hold the job on a trial basis for up to thirty (30) working days and confirmed only when **they have demonstrated their** suitability to perform the work to the satisfaction of the Employer. An Employee who is unable to perform the job to the satisfaction of the Employer and is not confirmed shall be returned to the job classification **they** held prior to being awarded the posted position.

(f) Lower Paid Classification

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

(g) Higher Paid Classification

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

No acting pay shall be paid for temporary assignments of less than two consecutive hours in duration. The parties agree that only one worker will be assigned to a temporary assignment per shift.

(h) Municipality Wide Consideration

Members of Local 4106 who apply for positions within the Municipality that are outside of this bargaining unit, will be given first consideration prior to external applicants.

- (i) Portability
Should a member(s) of Local 4106 be a successful applicant to another position within the Municipality, all benefits (vacation, **sick time**, pension, group benefits, etc.) earned while employed as a member in Local 4106 will carry with the members; subject to service provider approval. Should the position be a part of another bargaining unit, seniority provisions will be subject to negotiation between the parties.

20.02 TRAINING COURSES AND EXPERIMENTAL PROGRAMS

- (a) The Employer shall post any Training Courses and experimental programs for which employees may be selected. The Employer will pay one hundred percent (100%) of the cost of the training courses and/or experimental programs. The bulletin shall contain the following information:

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

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

- (b) Except where the Union and the Employer have jointly agreed to an Employment Equity plan to redress inequities, the qualified applicant(s) with the greatest seniority will be selected for job related training, unless in the reasonable opinion of the Employer, the employee with more seniority has had training, or the opportunity for training, of the same or similar kind on a previous occasion. Where two applicants have equal qualifications, the one with the greatest seniority shall be selected.

For any non-job-related training, applicants shall be selected at the Employers discretion. All applicants will have the opportunity for training.

- (c) Employees shall not suffer any loss of pay or benefits as a result of leaving work to attend management scheduled training.

20.03 COURSES AND SEMINARS

- (a) When the Employer requires an Employee to register for a seminar or course, the Employer will pay one hundred percent (100%) of the cost of the seminar or course and will continue to pay the Employee **their** regular pay for time lost from regular scheduled hours of work while attending the course. However, the Employer will not incur any costs for this training outside regularly scheduled hours and any hours that an Employee spends in training outside regularly scheduled hours are not considered hours of work for the purposes of this Agreement, but a training benefit sought by the Employee.
- (b) An Employee may request financial assistance for a seminar or course for reasons of professional development. Approval shall be at the sole discretion of the Employer. If approved, the Employer may pay up to one hundred percent (100%) of the registration fee. Payment will be made on a reimbursement basis after successful completion of the course.

- (c) It is understood if an Employee receives a certification upon successful completion of a course; the Employee will not receive an increase in pay.

Technology Change Protection

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

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

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

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

ARTICLE 21 – LABOUR MANAGEMENT COMMITTEE

21.01 ESTABLISHMENT OF COMMITTEE

A Labour-Management Committee shall be established consisting of three (3) representatives of the Union, and three (3) representatives of the Employer. The Committee will meet for the purpose of discussing issues or concerns of the following:

- 1) **Reviewing suggestions from Employees, questions about working conditions, services to the public and issues of mutual concern**

- 2) Grievances are not to be discussed at Labour Management Meetings. Conditions, or misunderstandings may be discussed in an attempt to avoid possible grievances.

21.02 MEETINGS

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

21.03 ADVISORY NATURE OF THE COMMITTEE

The Labour-Management Committee shall not have jurisdiction over any matters of Collective Bargaining, including the administration of this Collective Agreement. Any discussion of the Labour-Management Committee may not be enforced through this Collective Agreement. The Committee has the power to make recommendations to the Union and the Employer but not the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 ATTENDANCE AT COMMITTEE MEETINGS, ETC.

Union appointees to the Labour-Management Committee and to the Bargaining Committee shall be entitled to leave their work during working hours, without loss of pay or benefits, to attend Labour-Management and/or Collective Bargaining meetings with the Employer.

Witnesses testifying at a labour arbitration shall be entitled to leave their work during working hours, without loss of pay or benefits, to testify at an arbitration hearing. In the absence of a subpoena, witnesses shall be entitled to leave their site, subject to approval from their Manager.

22.02 CONVENTIONS, SEMINARS, LABOUR SCHOOLS

Leave of absence with pay and without loss of seniority shall be granted upon request to the Employer to any one (1) Employee elected or appointed to represent the Union at Union Conventions, Labour School or Seminars. Such time shall not exceed a total of ten (10) working days in any one year. The Employer also agrees to release one other worker, provided this does not impact on the ability of the facility to continue operations, selected by the Union to attend similar events at the Union's expense. The Union will reimburse the employer after receiving an invoice detailing the charges. The Union shall provide the Employer with a minimum of two (2) weeks' notice prior to the attendance of the employee at any Union Conventions, Labour Schools or Seminars.

22.03 EDUCATION LEAVE

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

grade **their** employment qualifications provided that the Employee provides two (2) weeks' notice to the Employer of the date of the examinations. Any up-grading examinations must be approved by the Employer as being necessary to the work requirements of the MRF.

22.04 TIME OFF FOR ELECTIONS

Employees shall be allowed four consecutive hours off before the closing of the polls in any federal, provincial, or municipal election or referendum. If any of the four hours are included in the Employee(s) working hours they will be paid in full for all such time.

22.05 LEAVE WITHOUT PAY

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

The employee shall make the request the date of the commencement of the requested leave as far in advance as possible. The request must include the start date, return to work date, reason for the request.

Employees will be responsible for both employee and employers share of group life, medical, dental and pension for approved leave in excess of two weeks. Vacation will not accrue during the leave of absence.

This article does not apply to legislated leaves, such as Reservist Leave, Compassionate Care Leave, Critically Ill Child Leave, Crime Related Child Death, or Disappearance Leave and Emergency Leave as outlined in the Nova Scotia Labour Standards Code.

Approved leaves of absence are not intended for employees to work elsewhere.

ARTICLE 23 – MATERNITY LEAVE

23.01 PROTECTION DURING MATERNITY

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

23.02 LENGTH OF MATERNITY LEAVE

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

23.03 SENIORITY STATUS DURING MATERNITY LEAVE

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

23.04 BENEFITS DURING MATERNITY LEAVE

- (a) **During the initial period of maternity** leave of up to 16 weeks, the Employer shall continue to pay its share of premiums and shall pay the employee's share of premiums in respect of any hospital, medical, dental, disability and group insurance program in which the employee participates pursuant to the Collective Agreement or the Employer's Personnel Policy Manual.
- (b) An employee on **maternity and/or parental** leave, up to 16 weeks or longer as per legal entitlement, continues to earn vacation **while on the initial maternity and/or parental** leave period.
- (c) **If the employee returns to employment, and because of operational needs the requested vacation cannot be granted, the employee's vacation time will be paid out prior to the last pay in December.**

23.05 PROCEDURE UPON RETURN FROM MATERNITY LEAVE

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

23.06 PARENTAL LEAVE

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

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

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

23.07 SENIORITY STATUS DURING PARENTAL LEAVE

While on Parental Leave, an Employee shall retain **their** full employment status and shall accumulate seniority.

23.08 BENEFITS DURING PARENTAL LEAVE

During the period of Parental Leave, the Employer shall continue to pay its share of premiums and shall pay the employee's share of premiums in respect of any hospital, medical, dental, disability and group insurance program in which the employee participates pursuant to the Collective Agreement or the Employer's Personnel Policy Manual.

23.09 PROCEDURE UPON RETURN FROM PARENTAL LEAVE

- (a) When an employee decides to return to work after parental leave, they shall provide the Employer with at least two (2) weeks' notice. On return from parental leave the employee shall be placed at least in their former position. If the former position no longer exists, they shall be placed in a position in their department of equal rank and value at the same rate of pay.
- (b) If a newly arrived child must be hospitalized for more than one (1) week, the employee can return to work and use the rest of the parental leave after the child is released from the hospital.

23.30 ADOPTION LEAVE

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

ARTICE 24 – EMPLOYEE BENEFIT PLAN

- 24.01 The parties agree to establish an Employee Benefit Plan Review Committee (made up of members of the Local and the Employer) to notify and discuss the benefit options to be provided in the Plan. The committee will meet periodically to review and may recommend adjustments to the Plan.
- 24.02 The Employer agrees to pay fifty percent (50%) of the cost of a Group Benefit Plan for all Employees covered by this Collective Agreement unless otherwise agreed to in the terms of this Collective Agreement excluding pension plan.
- 24.03 The Employer agrees to provide a pension plan for Permanent Full Time Employees as per Article 2.07 (e) and Permanent Part Time Employees as per Article 2.07 (f). The Employer shall match 6% of Employees gross annual earnings effective July 1st, 2020. As of July 15th, 2021 there will be an additional increase by 0.5% making it 6.5%. As of July 15th, 2022 there will be an additional increase by 1% making it 7.5%. The Employee contributions shall be automatically deducted from each pay.

ARTICLE 25 – CLOTHING ISSUE

- 25.01 All Employees shall be furnished with suitable personal protective clothing and footwear.

Safety footwear- Minimum CSA grade one steel or aluminum or composited toed and steel or composite plate to a maximum of **three hundred dollars (\$300.00)** per fiscal year, provided the employee brings in the receipt. The Employer, in its sole discretion may authorize the purchase of additional footwear.

Cleaner position -The staff member in this position on a full-time basis will be supplied with suitable outfits for cleaning attire, to be replaced annually. Footwear will be supplied per fiscal year to a maximum of **three hundred dollars (\$300.00)**

25.02 The following are considered work clothing and safety equipment items. The Employer shall cover the full cost of all the following clothing and safety equipment.

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

- Safety footwear, insoles, socks, laces - Minimum CSA grade one steel, aluminum or composite toed & plate to a total of **three hundred dollars (300.00)** per year
- Rubber boots (steel toed) one pair every two years where required in the determination of the Employer.
- Coveralls
- Leather, cotton or rubber gloves
- Earplugs
- Hard Hats
- **Safety Glasses**
- **Respirators**
- Rain suits and safety vests on Tipping Floor and Shipping Area
- Other safety equipment and clothing (as required by the Nova Scotia Occupational Health & Safety Act) that is not designated for specific individual use.
- **Prescription Safety Glasses: The Employer will pay as required to a maximum of two hundred, fifty dollars (\$250.00) Casual staff will be eligible for the prescription safety glasses allowance after they have worked a minimum of three (3) months.**

Employees shall be responsible for the work clothes and safety equipment issued to them and shall not utilize them for purposes not related to their work at the Materials Recovery Facility.

ARTICLE 26 – COURT LEAVE

- 26.01 (a) The Employer shall grant leave of absence without loss of seniority and benefits to an employee who serves **as a juror** or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount received.
- (b) Time spend by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any manner arising out of **their** employment shall be considered as time worked at the appropriate rate of pay. The Employer shall pay travelling, meals, or other expenses to the employee, less any payment received for witness appearances.

ARTICLE 27 – SAFETY AND HEALTH

27.01 REGULATIONS

The Nova Scotia Occupational Health and Safety Act, including regulations there under, will be followed for the protection for Employees. The Union and the Employer shall cooperate in perfecting measures which will afford adequate protection to employees in all phases of work.

27.02 COMMITTEE

Where required by the Nova Scotia Occupational Health and Safety Act a Joint Occupational Safety and Health (JOSH) Committee shall be established and composed of representatives appointed by the Employer and representatives of the Union local.

27.03 MEETINGS OF THE COMMITTEE

The JOSH Committee shall hold meetings a minimum of once every three months. Minutes of all JOSH Committee meetings shall be kept and copies of such minutes shall be sent to all Committee members and be posted on the employee bulletin board.

27.04 PROTECTIVE/SAFETY EQUIPMENT

Employees working on any job where conditions are such that safety equipment and/or protective equipment are necessary will be supplied with such. Employees shall be responsible for the safety equipment issued to them and shall not utilize the safety equipment for purposes not related to their work at the MRF.

27.05 RIGHT TO REFUSE OR STOP UNSAFE WORK

Any Employee who is undertaking work tasks which are reasonably judged to be unsafe should immediately stop work on the task and report to their supervisor either directly or through a member of the Joint Occupational Safety and Health (JOSH) Committee the conditions which they are encountering.

A member of the JOSH Committee shall have the right to stop work considered unsafe or hazardous. The JOSH Committee member will provide a full report on the circumstances surrounding the stoppage of work and actions to eliminate the safety problem will be undertaken through the Employer and the JOSH Committee.

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where a member of the JOSH Committee reasonably believes that it would be unsafe or unhealthy to the Employee, an unborn child, a workmate, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the JOSH Committee member(s) and satisfactorily settled.

27.06 INJURY PAY PROVISIONS

An Employee who is injured or made sick by circumstances related to the undertaking of their work duties during work hours, and is required to leave for treatment or is sent home as a result of such injury or sickness shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick time, provided that a doctor or nurse states that the employee is unfit for further work on that shift.

All precautions shall be taken, but in the unfortunate event that an employee has their skin broken (poked) by a medical sharp (needle) any appointments for medical reviews and blood tests during the timeframe (timeframe to be determined by a medical professional), shall be scheduled off with management and will be paid time. Deduction from medical/appointment time will not occur.

27.07 TRANSPORTATION OF ACCIDENT VICTIMS

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

27.08 HEALTH AND SAFETY GRIEVANCE

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and steps 1, and 2 of the grievance procedure may be by-passed.

27.09 CPR TRAINING AND CONFINED SPACE TRAINING

Where deemed necessary by the JOSH Committee, the Employer will ensure that a sufficient number of employees are properly-accredited in Cardio Pulmonary Resuscitation (CPR) and "Working in a Confined Space" Certification Course. Time spent attending this course will be considered as time worked, and the Employer will assume all costs, if any, of this course.

27.10 FIRST AID KITS

A First Aid Kits shall be supplied by the Employer to appropriate locations of the Employer's premises.

27.11 HEALTH AND SAFETY EDUCATION

Two (2) Union Representative shall be eligible to attend educational courses sponsored by the Union for instruction and upgrading on health and safety issues, without loss of pay or benefits to a maximum of twenty-two and one-half (22.5) hours per calendar year provided, however, that any leave granted to an Employee under this clause shall not exceed a total of twenty two and one-half (22.5) hours in any one calendar year. An outline of the instruction and upgrading course must be submitted and approved by the Employer two weeks in advance. Should the Employer determine that the educational course is not relevant to the MRF or that the educational courses duplicate training already provided by the Employer, the union representative may attend but without the Employer paying wages and benefits.

27.12 REQUIREMENTS FOR WEARING OF SAFETY EQUIPMENT AND FOLLOWING SAFETY RULES

All Employees are responsible for wearing of the safety equipment as outlined in 24.02 and 26.04 of this Agreement. Any Employee failing to wear the appropriate safety equipment or follow the safety directions as set down by the Joint Occupational Health and Safety Committee or as required under the NS OH&S Act shall be disciplined under the disciplinary rules in accordance with the Employers corrective disciplinary procedures.

ARTICLE 28 - PROBATION

28.01 PROBATION

(a) An Employee shall be considered on probation and shall have limited rights under this Collective Agreement during the probationary period which shall be as

follows:

- (i) in the case of a newly hired Full-Time Employee; up to the first six months; and
- (ii) in the case of a newly hired Part-Time Employee; the first 1040 hours of work as an Employee.
- (iii) in the case of a casual employee, up to nine (9) months or 1300 hours of work as an Employee, whichever comes first.

Probationary employees except casuals will earn vacation credits effective the first day of probation but may not take their vacation prior to completing their probationary period. Casual employees will receive vacation pay with each pay check as per the Labour Standards Code.

Employees, except casuals will start to earn sick time credits effective the first day of their probationary period. Casual employees do not earn sick credits.

Employees, except casuals will be eligible for participation in the Group Benefit Plan upon the successful completion of their six-month probation period. Part-time employees must work a minimum of twenty hours a week to be eligible for the Group Benefit Plan.

- 28.02 All new employees, except casuals shall serve a probation period of up to six months of compensated employment. Casual employees shall be on a probation as per 28.01(a)(iii).
- 28.03 (a) The Employer may, before the expiration of the Employee's initial six (6) month period of appointment on a probationary basis, extend the appointment for a period not to exceed one (1) month. In the case of a Casual employee, the probationary period may be extended by up to two (2) months or 200 hours, whichever comes first.
- (b) When an Employee's probationary appointment is to be extended as provided in Article 28.01 (b), the Employer shall notify the Employee (1) month prior to the expiry of the probationary period setting out the reasons for the extension. Should the extension be for performance related issues, the employer will outline its expectations for performance.
- 28.04 Extension of probationary periods or termination of probationary Employees are at the sole discretion of the Employer and no grievance arises from the exercise of this discretion.
- 28.05 Employees may be terminated (at the sole discretion of the Employer) during the probationary extension period or at the conclusion of the probationary extension period and no grievance will arise from the exercise of this discretion.
- 28.06 The Employer shall, upon successful completion of the probationary period, confirm employment on an ongoing permanent full-time or permanent part-time or casual basis.

28.07 Employees shall only be subject to serve a probationary period once with this employer. For clarity, a permanent part-time or a Casual worker who has completed probation and who applies for a permanent full-time or part-time position, as the case may be, and who by reason of qualifications, experience and seniority is granted the position, such a worker will not serve another probationary period. Instead, they will be subject to a trial period as per Article 20.01 (e) of thirty working days on the Job.

The employee may also choose to withdraw from the position and return to their previous classification without penalty prior to the completion of the trial period.

ARTICLE 29 - NO STRIKE OR NO LOCKOUT

29.01 The Union agrees that there shall be no strike, work slowdown, work stoppages, picketing, boycotts, planned inefficiencies, or any other stoppage or curtailment or disruption of work or interference with work, complete, partial or otherwise during the term of this Agreement.

29.02 The Union agrees that the Employees will continue to work as normal during and throughout any strike, work stoppage, picketing or related activity initiated by any employees other than those Employees covered by this Collective Agreement.

29.03 The Employer agrees that there shall be no lockout of the members of the Union during the term of this Agreement.

The words "STRIKE" and "LOCKOUT" shall be as defined in the Trade Union Act.

ARTICLE 30 – GENERAL CONDITIONS

30.01 MEALTIME AND CLOTHING CHANGE

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

30.02 BULLETIN BOARDS

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

30.03 PERSONNEL RECORDS

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

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

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

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

30.04 GENERAL CONDITIONS

Employees shall not suffer a loss of salary (wage) if their workplace is temporarily closed because of an order issued to the Employer by the Nova Scotia Department of Labour, Department of Health Regulations or the Nova Scotia Department of Health requiring the employer to correct violations of the Nova Scotia Occupational Health and Safety Act. Wage replacement will be at one hundred percent of regular wages for a maximum of two weeks.

Incllement Weather

In the event the Employer closes the facility due to unsuitable weather conditions, employees that were scheduled to work will be entitled to pay for that time period.

Employees who are on vacation or sick leave on a day (full day or partial day) will not be reimbursed for time off previously approved.

30.05 QUARANTINE LEAVE

In cases where an Employee is absent from work as a result of being quarantined by medical specialist under the regulatory requirements of the Nova Scotia Department of Health. A medical specialist is defined as one who is registered and in good standing with the Nova Scotia Medical Association. The employee shall utilize earned sick time

and once the sick time is exhausted shall, if required, receive up to two weeks leave of absence with pay. Employees may also apply for Employment Insurance Sick leave benefits if applicable.

ARTICLE 31 - PRESENT CONDITIONS AND BENEFITS

31.01 The successor employer provisions of the Agreement will be in accordance with the provisions of section 31 and 32 of the Trade Union Act.

31.02 SEVERANCE PAY

Severance Pay shall be in accordance with the Labour Standards Code of the Province of Nova Scotia. No severance pay is afforded to employees dismissed for cause.

30.03 CONTRACTING OUT OF SERVICES

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

- (a) To provide a minimum of 60 days' notice of termination to affected members of the bargaining unit;
- (b) To provide the opportunity to the Union to appear before Council before a final decision is made regarding contracting out of services that are currently being carried out by members of the bargaining unit;

- (c) To provide to each affected member of the bargaining unit who is terminated as a result of the contracting out of services and who has not, prior to the termination date, been offered employment by the contractor, severance pay in an amount equal to two (2) weeks for each year of continuous service of the employee with the Municipality which severance pay shall be inclusive of any statutory severance pay obligations of the Employer.

ARTICLE 32 - DURATION AND TERMINATION OF AGREEMENT

32.01 This Agreement shall be binding and remain in effect for a period of **three (3) years** from **July 1, 2023 to June 30, 2026** and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least three (3) months prior to the expiration date of the Agreement.

32.02 CHANGES IN AGREEMENT

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement. Notices to be effective must be in writing and served at the following addresses in the following manner:

Employer's Address:

Municipality of the County of Colchester
1 Church Street, Truro, NS B2N 3Z5

Union's Address:

Canadian Union of Public Employees Local 4106
115 MacLean Street, New Glasgow, NS B2H 4M5

- 1) If given by the Employer, it must be served either by personal service or registered mail upon the President or Secretary of the Union.
- 2) If given by the Union it must be served either by personal service or registered mail upon the Employer.
- 3) It must be served upon the President or Secretary of the Union or upon the Employer, whichever is applicable, on or before the 31st day of October in any year.
- 4) Failure to serve such notice in the aforementioned manner will render the notice null and void.

ARTICLE 33 - BENEFIT AND BINDING

33.01 TERMS OF AGREEMENT

Both parties shall adhere fully to the terms of this Agreement during the period of bonafide collective bargaining, and if negotiations extend beyond the anniversary date of the Agreement, any revisions in terms, mutually agreed upon, shall unless otherwise specified, apply retroactively to that date.

SCHEDULE "A"

WAGES

Position	Current Rate 2022	5% Increase 2023	5% Increase 2024	5% Increase 2025
MRF Sorter (Full Time)	20.91	21.96	23.05	24.21
MRF Sorter (Part-Time)	19.15	20.11	21.11	22.17
Cleaner	19.69	20.67	21.71	22.79
MRF Loader Operator	23.20	24.36	25.58	26.86
MRF Forklift Operator	23.20	24.36	25.58	26.86
MRF Baler Operator	23.94	25.15	26.39	27.71
MRF Maintenance	25.06	26.31	27.63	29.01

	2020	2021	2022	
Pension	6% / 6%	6.5% / 6.5%	7.5% / 7.5%	Begin process of moving to PSPP Pension Plan within three (3) months of signing this Agreement.

SCHEDULE "B"

**SENIORITY LIST – COLCHESTER MRF
FULL-TIME EMPLOYEES**

				Date Entered Union	Seniority Rank
MACLEAN	Deborah			April 2, 1997	1
COOK	Patricia			June 22, 2003	2
MONT	Krista			June 4, 2006	3
STEWART	Shawn			September 4, 2006	4
HART	Sharon			April 9, 2007	5
MORRISON	Scott			July 9, 2007	6
RAFUSE	Dawn			July 16, 2007	7
WHIDDEN	Luanne			August 13, 2007	8
MACLEAN	Meaghan			April 19, 2010	9
MACLEAN	Rebecca			June 7, 2010	10
MEJORADA	Christian			March 8, 2012	11
AGCON	Roselito			February 24, 2014	12
JONES	Todd			September 15, 2014	13
LAPATHA	Gerald			September 15, 2014	14
WILE	Doris			March 16, 2015	15
AKINSIKU	Dayo			May 8, 2016	16
GARCIA	Gary			October 29, 2016	17
AGGABAO	Rodel			October 29, 2016	18
MAGBOO	Rolando (Jon)			January 4, 2017	19
NICKERSON	Nathan			November 19, 2017	20
BELL	Brandi			June 17, 2018	21
BATES	Devan			August 24, 2018	22
KELLY	Ashley			June 14, 2019	23
BEAVER	Lynn			July 25, 2019	24
WHIDDEN	Justine			October 10, 2019	25
PASCUAL	Evangeline			June 16, 2021	26

SENIORITY LIST – COLCHESTER MRF

**PART-TIME EMPLOYEES
Hours as of December 31, 2023**

					Hours	Seniority Rank
BRENNAN	Chris				6932.50	1
PARSONS	Jason				6505.50	2
ASIO	Ronaldo				4896.5	3
GEPTE	Pricilla				3502.75	4
AUSTIEN	Montero				1793.25	5
CAMPBELL	Celina				1564.50	6
SABIJON	Lester				106.00	7
OLORAZA	Gilbert				44.00	8
MACINTOSH	Tyler					9
DESHAW	Alex					10

LETTER OF UNDERSTANDING

Between:

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

-and-

Canadian Union of Public Employees, Local 4106
(the 'Union')

RE: EMPLOYMENT INSURANCE REBATE

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

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

Date at Colchester, Nova Scotia, this _____ day of Aug 20, 2024.

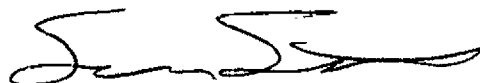
SIGNED, SEALED, AND DELIVERED


In the presence of:

Materials Recovery Facility
Municipality of the County
of Colchester

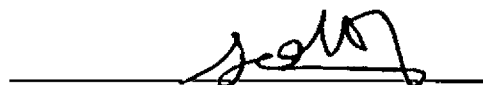
The Canadian Union of Public
Employees, Local 4106


MAYOR


PRESIDENT


C. A. O


TEAM MEMBER


WITNESS


TEAM MEMBER

MEMORANDUM OF UNDERSTANDING

Between:

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

-and-

Canadian Union of Public Employees, Local 4106
(the 'Union')

RE: CASUAL EMPLOYMENT STATUS

Both parties agree through signing of this Memorandum of Understanding (MOU) that casual employees working at the Materials Recovery Facility are covered by this Collective Agreement. However, there are paid leaves and other benefits that the Nova Scotia Labour Standards Code grants to Permanent Workers that do not apply to Casual Workers. As such, unless expressly stated otherwise in the Collective Agreement or here in this Memorandum of Understanding, Casual Workers will only be eligible for:

1. "Unpaid Protected Leaves" as applied under the Nova Scotia Labour Standards Code to include:
 - Pregnancy and Parental Leave
 - Reservist Leave
 - Compassionate Care Leave
 - Critically Ill Child Care Leave
 - Domestic Violence Leave (an employee is entitled to receive pay for part of the leave, as identified under the Labour Standards Code)
 - Crime-related Child Death or Disappearance Leave
 - Emergency Leave
 - Sick leave
 - Bereavement leave
 - Court Leave
 - Citizenship Ceremony Leave
 - Discrimination against an Employee

2. Seniority adjustment upon returning from an unpaid protected leave which will only be calculated upon returning to work from the unpaid leave. Seniority will be based on the rate at which seniority was being earned prior to taking the leave, and calculated by using the average number of hours worked prior to the leave up to and including the date returning to work.

3. Vacation pay calculated at the rate of 4% of gross earnings per pay period will be included with each pay cheque.
4. Statutory Holiday Pay for a Casual Worker who does not work on the days listed in Article 10.01 will be paid in keeping with the requirements of the Nova Scotia labour Standards Code. Where a Casual Worker is scheduled at their request to work on one of the listed days that worker will be paid at the regular rate of pay plus one half (½) the regular rate.
5. If a Casual Worker experiences bereavement after having been scheduled to work, the worker will be paid for the already scheduled shift(s) in keeping with the paid leave based on the relationships identified in Article 11.13. For clarity, a Casual Worker, who was scheduled to work only one shift will not be paid for the forty hours normally given to permanent workers for such a loss.

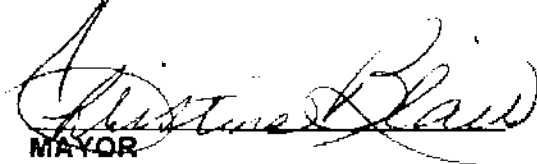
Date at Colchester, Nova Scotia, this _____ day of Aug 20th, 2024.


SIGNED, SEALED, AND DELIVERED

In the presence of:

Materials Recovery Facility
Municipality of the County
of Colchester


The Canadian Union of Public
Employees, Local 4106


MAYOR


PRESIDENT


C. A. O


TEAM MEMBER


WITNESS


TEAM MEMBER