

COLLECTIVE AGREEMENT

between

TOWN OF YARMOUTH



and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2530



January 1, 2025 – December 31, 2028

INDEX

ARTICLE 1 – PREAMBLE	1
ARTICLE 2 - MANAGEMENT	1
ARTICLE 3 – RECOGNITION, NEGOTIATION AND DEFINITIONS	1
ARTICLE 4 – NO DISCRIMINATION	2
ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT	3
ARTICLE 6 – CHECK-OFF OF UNION DUES.....	3
ARTICLE 7 – THE EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES.....	3
ARTICLE 8 - CORRESPONDENCE	4
ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE	4
ARTICLE 10 – LABOUR MANAGEMENT BARGAINING RELATIONS	5
ARTICLE 11 – RESOLUTIONS AND REPORTS OF THE COUNCIL	5
ARTICLE 12 – GRIEVANCE PROCEDURES.....	6
ARTICLE 13 - ARBITRATION.....	7
ARTICLE 14 – DISCHARGE, SUSPENSION AND DISCIPLINE.....	8
ARTICLE 15 - SENIORITY	9
ARTICLE 16 – PROMOTIONS AND STAFF CHANGES	10
ARTICLE 17 – LAY-OFFS AND RECALLS.....	12
ARTICLE 18 – HOURS OF WORK.....	12
ARTICLE 19 - OVERTIME.....	13
ARTICLE 20 - SHIFTWORK	14
ARTICLE 21 – HOLIDAYS.....	14
ARTICLE 22 - VACATIONS	14
ARTICLE 23 – SICK LEAVE	16
ARTICLE 24 – LEAVE OF ABSENCE	17
ARTICLE 25 – PAYMENT OF WAGES AND ALLOWANCES	19
ARTICLE 26 – JOB CLASSIFICATION AND RECLASSIFICATION.....	20
ARTICLE 27 – EMPLOYEE BENEFITS.....	20
ARTICLE 28 – SAFETY AND HEALTH	21
ARTICLE 29 – JOB SECURITY	21
ARTICLE 30 – UNIFORMS AND CLOTHING	22
ARTICLE 31 – GENERAL CONDITIONS	22
ARTICLE 32 – TERM OF AGREEMENT	22
ARTICLE 33 – BENEFIT AND BINDING	23
SCHEDULE "A" WORK GROUPS AND WAGE INCREASES	24
APPENDIX "A" SEASONAL EMPLOYEES PUBLIC WORKS	25
APPENDIX "B" TRANSIT DRIVERS.....	26

ARTICLE 1 – PREAMBLE

- 1.01 (1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and services, etc.
- (3) To encourage efficiency in operations.
- (4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

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

- 1.02 Negotiations and bargaining shall take place subject to Article 32 - Term of Agreement.

ARTICLE 2 - MANAGEMENT

- 2.01 The Union recognizes that it is the right of the Employer to exercise management functions subject to any specific terms/limitations set out in this Agreement. The question of whether management rights are limited by this Agreement shall be decided through the grievance and arbitration procedure.
- 2.02 The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Nor shall these rights be used in any manner which would deprive any present employee of their employment, except through just cause.

ARTICLE 3 – RECOGNITION, NEGOTIATION AND DEFINITIONS

- 3.01 The Employer recognizes the Canadian Union of Public Employees, Local 2530, as sole and exclusive collective Bargaining Agent for a Bargaining Unit consisting of all employees of the Town of Yarmouth, but excluding all Police Officers, employees of the Fire Department, **Solid Waste Workers**, Foremen and those equivalent to the rank of Foreman and above, office employees, Parks & Recreation employees, students employed during the summer break, janitors and those excluded by section 2(2) of the *Trade Union Act*, and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

Grant Workers will be excluded from the Bargaining Unit during the term of the Collective Agreement provided they do not perform work normally performed by employees covered by this Agreement and provided that there is no reduction in the work force as a result of the hiring of the Grant Workers. If the Union and its members

believe that the Grant Workers are performing bargaining unit work, the Employer agrees to discuss the matter immediately with the Union to resolve the difference of opinion.

- 3.02 Persons whose jobs are not in the Bargaining Unit shall not work on any jobs that are normally performed by Bargaining Unit employees, except in cases mutually agreed upon by the parties.
- 3.03 This Collective Agreement is fully applicable to all part-time or temporary employees, unless otherwise specified.
- 3.04 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

The following definitions shall apply in interpreting this Collective Agreement:

"Employee" – is a person appointed to a position in the Bargaining Unit, unless expressly defined otherwise.

"Full-time employee" – is an employee who is regularly scheduled to work the standard hours of work in each weekly period as defined in Article 18.01 or Appendix B, Section 2(A).

"Part-time employee" - is an employee who is regularly scheduled to work at least twenty (20) hours per week, but normally less than the standard hours of work of a full-time employee.

"Temporary employee" – is an employee employed either full time or part time, but for a defined period of not more than one year, or who is filling in for another employee. Temporary employees shall qualify, subject to eligibility, for benefits of the Collective Agreement on a proportionate basis to the regular hours paid in a year. Temporary employment relationships may be ended at the sole discretion of the Employer.

"Working day" – means Monday to Friday, excluding weekends, holidays, or any other day(s) when administrative services are not being provided. This definition applies only to the grievance and arbitration process.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, **ethnic, national or aboriginal origin, political or religious affiliation or activity, sex, sexual orientation, gender identity, gender expression, mental or physical disability,** or marital status, place of residence, or any other prohibition contained in the *Nova Scotia Human Rights Act*, nor by reason of their membership or activity in the Union.

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

- 5.01 All employees of the Employer who are presently members of the Union shall, as a condition of continued employment, remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing as of date of employment.
- (a) The Employer will provide to the Union a list of all the employees in the Bargaining Unit. The list will include each person's name, home mailing address and home telephone number (the contact number as identified by the employee).
 - (b) The employee contact list will be provided in an electronic spreadsheet to the Union contact, designated by the Local Executive, on an annual basis in the month of January. The Employer will provide an updated spreadsheet at the end of the month in which the Employer has become aware of changes to the contact information.
 - (c) Each employee will update their contact information with the Employer, in writing, within thirty (30) days of any change.

ARTICLE 6 – CHECK-OFF OF UNION DUES

- 6.01 The Employer shall deduct from every employee any monthly dues, initiation fees, or assessment levied, in accordance with the Union Constitution and By-laws.
- 6.02 A deduction of one point five percent (1.5%) shall be made from the regular pay of each employee and shall be forwarded to the Secretary-Treasurer of the Union not later than the last day of the month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made.
- 6.03 Union Dues Deductions shall begin on date of hire.
- 6.04 The Employer will indicate the total union dues deducted from each employee on their income tax T-4 slip.

ARTICLE 7 – THE EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

- 7.01 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- 7.02 On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or representative. The Steward or Representative will provide them with a copy of the Collective Agreement.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Recording Secretary of the Union.

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

- 9.01 A Labour Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of job security for the employees.

The Committee shall concern itself with the following general matters:

- 9.02 (1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employee.
- (2) Reviewing suggestions from employees, questions of working conditions (but not grievances concerned with service).
- (3) Correcting conditions causing grievances and misunderstandings.
- 9.03 The said Committee shall meet at least once per year and on request of either party at a place suitable to both parties. Employees shall not suffer any loss of pay for time spent with this Committee. An agenda will be prepared two (2) days prior to the meeting by the party requesting the meeting with the understanding that the responding party has the option to add additional items. Meetings will normally occur during normal working hours, whenever possible.
- 9.04 Minutes of each meeting of the Committee shall be prepared and signed by the Chairperson and recording secretary as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within one (1) week following the meeting. The meeting will be chaired by a representative of the party other than the one requesting the meeting.
- 9.05 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 – LABOUR MANAGEMENT BARGAINING RELATIONS

- 10.01 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- 10.02 A Union Bargaining Committee shall be appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.
- 10.03 All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions, etc., shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.
- 10.04 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- 10.05 In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held no later than twenty (20) calendar days after the request has been given.
- 10.06 Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration; whenever possible meetings will normally occur during normal working hours. No employee shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.
- 10.07 The Employer, for collective bargaining purposes, will, upon request, provide the Union with reasonable information in the format in which it may exist.
- 10.08 The application of Articles 10.02 to 10.07 inclusive pertains to the collective bargaining process under renewal of the Agreement pursuant to Article 32 – Term of Agreement.

ARTICLE 11 – RESOLUTIONS AND REPORTS OF THE COUNCIL

- 11.01 Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Council which affect the members of this Union are to (1) be forwarded to the Union, and (2) be posted on all bulletin boards.

ARTICLE 12 – GRIEVANCE PROCEDURES

- 12.01 A grievance shall be defined as any differences arising out of interpretation, application, administration, or alleged violation of the Collective Agreement.
- 12.02 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.
- 12.03 The Union shall select a Steward and a Grievance Committee.
- 12.04 The Union shall notify the Employer in writing of the names of the members of the Grievance Committee.
- 12.05 The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed full time by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.
- 12.06 The Union's Representative(s) shall have reasonable access to the Employer's premises in order to investigate and assist in the settlement of a grievance upon notice to the Employer that the attendance is for that purpose.
- 12.07 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

Where an employee or the Union has a grievance, they shall submit the written grievance to the Department Head or designate within fifteen (15) working days of the occurrence, or when an employee ought reasonably to have known of the occurrence, giving rise to the grievance. The Department Head shall, if possible, meet and attempt to resolve the grievance. If no resolution is reached, the Department Head or designate shall respond in writing within ten (10) working days of receiving the grievance.

Step 2

If settlement is not reached at Step 1, the Grievance Committee will submit the written grievance to the Chief Administrative Officer or designate within ten (10) working days of either receiving a reply under Step 1 or the last date they should have received a reply if they did not get a reply. The Chief Administrative Officer or designate shall respond in writing within ten (10) working days of receiving the grievance.

Step 3

Failing a satisfactory settlement being reached in Step 2, the Union may refer the grievance to arbitration within fifteen (15) working days of receiving a reply under Step 2 or the last date they should have received a reply if they did not get a reply.

- 12.08 Where a grievance (a) involves a question of general application or interpretation or (b) is being filed by a group of employees, the Employer, or the Union on behalf of an employee or group of employees, that grievance must be commenced at Step 2 of the Grievance Procedure and be filed within fifteen (15) days of the event giving rise to the grievance.
- 12.09 The Employer may institute a grievance by delivering it in writing to the President of the Union and the President shall answer such grievance in writing within ten (10) working days. If the answer is not acceptable to the Employer, the Employer may within ten (10) working days from the day the President provides an answer, give ten (10) working days' notice to the President of the Union that it is referring the dispute to arbitration.
- 12.10 Replies to grievances stating reasons shall be in writing at all steps.
- 12.11 The Employer shall supply the necessary facilities for the grievance meetings.
- 12.12 If either party fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration.
- 12.13 An Arbitrator shall have such authority as set out in the *Trade Union Act*.

ARTICLE 13 - ARBITRATION

- 13.01 When either Party requests that a grievance be submitted to arbitration, the request shall be made by certified mail, email or personal delivery to the other party. In such request the name(s) of a sole arbitrator shall be included. Within five (5) days of receipt thereof, the other party shall respond by registered mail, email or personal delivery indicating agreement with the name(s) suggested.
- 13.02 Should the parties be unable to agree upon a sole arbitrator, the appointment shall be made by the Minister of Labour, Skills and Immigration upon request of either party. Such request to the Minister must be made within five (5) days of the expiry of the reply time limit set out in Article 13.01 herein.
- 13.03 The Arbitrator shall determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations. In their attempt at justice, the Arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. The Arbitrator shall hear and determine the difference or allegation and render a decision as soon as possible from the time the Arbitrator was appointed.

- 13.04 The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall not have the power to change, alter, modify or amend any provisions of this Agreement nor shall the Arbitrator render any decision conflicting with provisions of this Agreement. The Arbitrator shall have such authority to determine resolution of a grievance as set out in the *Trade Union Act*.
- 13.05 Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to have the Arbitrator clarify their decision as soon as possible.
- 13.06 Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.
- 13.07 The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties.
- 13.08 At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. Where possible or unless otherwise agreed between them, the parties will call witnesses to testify, rather than rely on witness statements. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises, upon request, to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 14 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 14.01 If the Employer initiates a disciplinary action against an employee who has completed their probationary period, the employee shall be notified in writing of any disciplinary action and that notification will be copied to the Secretary of the Union. Should the dispute be resolved through the grievance procedure in favour of the employee, they shall continue employment with all rights and privileges or as agreed in the resolution of the grievance.
- 14.02 Subject to Article 15.03, in cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.
- 14.03 Whenever the Employer or their authorized agent deems it necessary to discipline an employee in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, provide written notice to the employee and advise the Secretary to the Union that the employee has been so notified.
- 14.04 The record of an employee shall not be used against them at any time after thirty-six (36) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

- 14.05 It shall be a requirement that employees are required to maintain a valid motor vehicle operator's permit of the class necessary to operate vehicles normally used in the course of their employment. Any employee who fails to maintain such a driver's license or who has had their license suspended or revoked, except for medical reasons, may be reassigned to other duties when operational requirements justify the need. An employee will be given a period of thirty (30) days to obtain a conditional license.

Any employee who loses their driver's license for medical reasons and who still has the physical capability, as certified by a medical doctor, to perform other duties, within their department, will, when operational requirements permit, be reassigned those duties.

- 14.06 If an employee does not have a valid driver's license and is not exempt under Article 14.05, they shall be subject to being laid off.

ARTICLE 15 - SENIORITY

- 15.01 Seniority is defined as the length of service with the Employer, or for an existing employee of the Town who moves to a position in the bargaining unit, the length of service from the first day worked in the bargaining unit. Seniority shall be used in determining preference or priority for promotion, transfers (subject to Article 16 – Promotions and Staff Changes), demotions, lay-offs, recall and reduction of the work force, providing the employees have the required qualifications to do the job. Seniority shall operate on a bargaining unit-wide basis.
- 15.02 (a) The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year, as of January 1st of that year.
- (b) The list shall be posted for a period of thirty (30) days during which time any errors or omissions shall be forwarded to the Employer for revision. The finalized list shall then be posted and shall be deemed as accurate by the Parties.
- 15.03 A newly hired employee shall be on probation for a period of one hundred twenty (120) working days, from the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except under Sections 14, 15, 16, 17, 23 & 24 except for Bereavement Leave. Notwithstanding the exceptions, employees shall be entitled to Sick Leave already earned under Article 23.03 and Bereavement Leave under Article 24.05 and such leaves shall be added to the end as an additional probationary period. After completion of the probationary period, seniority shall be effective from the original date of employment.

The Employer is not required to establish just cause in the event of discipline or ischarge during the probationary period.

- 15.04 An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An employee shall only lose their seniority in the event:
- (1) They are discharged for just cause and is not reinstated.
 - (2) They resign in writing and do not withdraw within two (2) days.
 - (3) They are absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
 - (4) They fail to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address. An employee recalled for casual work or employment of a duration of less than four (4) weeks when they are employed elsewhere shall not lose their recall rights for refusal to return to work.
 - (5) They are laid off for a period longer than one (1) year.
 - (6) They are absent from work for twenty-four (24) months and there is a poor prognosis/no prognosis that they will be able to return to work in the near future.
- 15.05 No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee is transferred to a position outside of the Bargaining Unit, they shall retain their seniority accumulated up to the date of leaving the Unit, but will not accumulate further seniority. If such an employee later returns to the Bargaining Unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of any employee holding greater seniority.

ARTICLE 16 – PROMOTIONS AND STAFF CHANGES

- 16.01 When a vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall notify the Union in writing and post notice of the position in the shops and on all Bulletin Boards for a minimum of one (1) week, so that all members will know about the vacancy or new position.
- 16.02 Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, equivalent experience, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary manner.
- 16.03 (a) No outside advertisement for any vacancy shall be placed until the applications of present employees have been fully processed.

- (b) The Employer shall have the right to fill the positions on a temporary basis until a permanent appointment has been made. Employees on lay-off shall be notified of such vacancy.

16.04 Both parties recognize:

- (i) The principle of promotion within the service of the Employer.
- (ii) That job opportunity should increase in proportion to length of service and required qualifications.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the bargaining unit applicant with the greatest seniority and having the required qualifications. Appointments from within the Bargaining Unit shall be made within three (3) weeks of posting.

- 16.05 The successful applicant shall be placed on trial for a period of eighty (80) working days. Conditional on satisfactory service, the employee shall be declared permanent after the period of eighty (80) working days. If the successful candidate is unable to perform the duties of the new job or chooses to return to their former position, they shall be returned to their former position and rate of pay without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.
- 16.06 Consideration for promotion may be given to the senior applicant who does not possess the required qualifications, but is preparing for qualifications prior to filling of vacancy. Such employee may be given a trial period to qualify within a reasonable length of time and to revert to their former position if the required qualifications are not met within such time.
- 16.07 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.
- 16.08 The Employer shall maintain on-the-job training so that every employee shall have the opportunity to receive training and increase their qualification for promotion or transfer in the event of a vacancy arising. Accordingly, employees shall be allowed opportunities to learn the work of higher or equal positions during regular working hours by arranging to exchange positions for temporary periods, without affecting the salary or pay of the employees concerned. Such opportunities for training shall, subject to operational requirements, be allocated according to the seniority of the employee within their own work group, as indicated in Schedule A attached.

- 16.09 The Employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall state type of course, time, duration and location, minimum qualifications required. The bulletin shall be posted for a minimum of two (2) weeks on the bulletin board. Selection of employees shall be subject to Article 16.08 herein. Time spent in such training shall be considered to be time worked.
- 16.10 The Employer and the Union have a duty to accommodate an employee who is unable to meet the standards of their job due to characteristics protected by the Nova Scotia Human Rights Act to the point of undue hardship, and are obligated to consider employment opportunities that meet the employee's capabilities as established through sufficient medical evidence. The employee has a duty to cooperate with the Union and the Employer in the accommodation process.

ARTICLE 17 – LAY-OFFS AND RECALLS

- 17.01 Both parties recognize that job security shall increase in proportion to length of service. Therefore, when it has to reduce the number of employees in a group (i.e. implement a layoff) it will lay off the most junior employee in that group based on bargaining-unit- wide seniority and providing the remaining employees have the required qualifications to do the job.
- 17.02 Employees shall be recalled in the order of their seniority, providing the employees have the required qualifications to do the job.
- 17.03 No new employees shall be hired until those laid off have been given an opportunity of recall.
- 17.04 Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay- off. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.
- 17.05 No employee with more than ten (10) years of seniority shall be laid off.

ARTICLE 18 – HOURS OF WORK

- 18.01 The Employer agrees that the normal work day for all employees covered by this Agreement shall be five (5) days per week, eight (8) hours per day, constituting a forty (40) hour work week. Normally days off will be Saturday and Sunday. The work day shall normally commence at 8:00 a.m. and end at 4:30 p.m. with one half (1/2) hour unpaid lunch break that is generally between 12:00 noon and 12:30 p.m., or at some other time during the day due to work, as mutually agreed between the Employer and the employee(s).

- 18.02 Other shift work arrangements not herein specifically mentioned shall be mutually agreed upon by the Employer and the Union. Notwithstanding Article 18.01, the Employer may continue to schedule one (1) employee to do street cleaning from 4 a.m. to noon and one (1) employee to do litter pickup (usually using the Madvac) from 4 a.m. to noon.
- 18.03 Employees shall be allowed five (5) minutes wash-up time before lunch periods and before quitting time.
- 18.04 An employee shall be permitted a rest period on the job site of fifteen (15) consecutive minutes, in both the first half and the second half of a shift.
- 18.05 An employee reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work, with a minimum of four (4) hours' pay.
- 18.06 On the date of each month on which the regular monthly, special or deferred meeting of the Union is scheduled, work shall cease not later than 6:00 p.m. except in case of emergency.

ARTICLE 19 - OVERTIME

- 19.01 All time worked before or after the regular work day and the regular work week, or on a holiday, shall be considered overtime. Overtime will be fairly distributed among the employees who are willing and qualified to perform the work required. Overtime shall apply for employees working shift work for time worked before and/or after their regular shift. The Employer will supply the Union with a quarterly list of employees who worked overtime during that period and the amount received for such overtime. In emergency situations, overtime may be required.
- 19.02 Work on any Saturday shall be paid for at the rate of time and one-half (1½ x).
- 19.03 Work on any Sunday and holidays shall be paid for at the rate of double time (2x).
- 19.04 An employee required to work more than ten (10) hours continuously shall be provided with a meal allowance equivalent to one (1) hour's pay at their basic rate in addition to their overtime entitlement.
- 19.05 A call back is deemed to have occurred when an employee, having left their normal work station and the Employer's premises at the end of their normal work day/shift, is called back to perform additional unscheduled duties. Overtime is deemed to have occurred when an employee is advised that they are required to work other than during their regular shift by continuing to work beyond the end of their shift or after the end of their regular shift and before the beginning of their next regular shift, if given at least ten (10) hours' notice.
- 19.06 An employee who is called back to work outside their regular working hours shall be paid for a minimum of three (3) hours plus an additional twenty (20) minutes traveling time, at overtime rates.

19.07 An employee may choose to receive overtime compensation in wages or in paid time off (subject to a forty (40) hour cap). The period(s) of time off will be mutually agreed between the Employer and the employee.

ARTICLE 20 - SHIFTWORK

20.01 In recognition of the features of shift work, shift premiums shall be paid for all regular hours of work as follows:

(1) Between 4:30 p.m. and midnight - \$1.00 per hour

(2) Between midnight and 8:00 a.m. - \$1.50 per hour

20.02 Failure to provide at least sixteen (16) hours' rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such rest periods, unless mutually agreed otherwise.

ARTICLE 21 – HOLIDAYS

21.01	New Year's Day	Labour Day
	Heritage Day	National Day for Truth and Reconciliation
	Good Friday	Thanksgiving Day Remembrance
	Easter Monday	Day Christmas Day
	Victoria Day Canada	Boxing Day
	Day	
	Yarmouth Natal Day (when proclaimed or observed Monday through Saturday)	

and any other day proclaimed as a Holiday by the Federal, Provincial or Municipal Governments.

21.02 When any of the above noted Holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purposes of this Agreement.

21.03 An employee who does not work on the above Holidays shall receive holiday pay equal to one (1) day's pay. An employee who is required to work on a holiday shall receive one (1) day's pay plus overtime pay as per Article 19 – Overtime.

ARTICLE 22 - VACATIONS

22.01 An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than one year	.84 working days for each month (up to 10 working days)
One year or more	Two weeks
After three years	Three weeks
After ten years	Four weeks
In the calendar year of the 20 th anniversary and each year thereafter	Five weeks

- 22.02 If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time designated by the employee subject to Article 22.05. In addition to any other vacation time, all employees shall receive four (4) hours' vacation on Christmas Eve.
- 22.03 Vacation pay shall be at the rate effective during the vacation period and shall include regular shift bonus, where applicable.
- 22.04 An employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.
- 22.05 (a) Employees shall give vacation dates to the Employer by March 15th of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacations shall commence immediately following the employee's regularly scheduled days off. Management shall ensure that at least two (2) employees will be entitled to vacation during the same time period (subject only to any emergency situations); employees, in order of seniority, shall initially select two (2) weeks of vacation, after which in order of seniority, employees shall select their remaining vacation period. Vacation schedules will be posted by April 1st of each year and may be re-scheduled on one (1) month's prior notice, when operational requirements permit.
- (b) **An employee may elect to book five (5) days of their vacation per year in increments that will not result in a one (1) week block. The remainder of an employee's vacation accrual shall be booked in periods resulting in one (1) week blocks. Any employee's vacation request that results in a one (1) week block shall have preference over requests that result in less than a one (1) week block.**
- 22.06 An employee shall be entitled to receive their vacation in an unbroken period, up to three (3) weeks, unless otherwise mutually agreed upon between the employee and the Employer.
- 22.07 Where an employee qualifies for Bereavement Leave under Article 24.06 or is hospitalized during their period of vacation there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

- 22.08 Employees are not entitled to earn paid vacation for periods when they are:
- (i) absent on long term disability benefits;
 - (ii) absent on an unpaid leave for any reason other than pregnancy/parental leave or workers compensation injury. Paid vacation period is subject to a one (1) year cap for an employee on Workers Compensation; or
 - (iii) laid-off.

ARTICLE 23 – SICK LEAVE

- 23.01 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, or under examination or treatment of a physician, dentist or other recognized medical professional or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

Medical appointments for employees that cannot be scheduled outside regular hours of work are covered by sick leave. Such coverage shall be based on the actual time required to attend the appointment including travel time to and from the appointment.

- 23.02 An employee is required to notify their supervisor on or before the start of the normal workday or as soon as possible thereafter of any absence due to illness.
- 23.03 Eighteen (18) days of sick leave per year shall be earned by an employee at the rate of one and one-half (1½) days for every month an employee is actively employed, however an employee on Worker's Compensation shall continue to earn sick leave for up to one (1) year.
- 23.04 The unused portion of an employee's sick leave shall accrue for their future benefit to a maximum of one hundred fifty (150) days.
- 23.05 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of Holiday) absent for sick leave.
- 23.06 An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness.
- 23.07 Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit.
- 23.08 When an employee retires from the Town's employ and is at least fifty-five (55) years of age, the following retirement award will be paid, and shall be pro-rated based on years of service:

10 years' service - 1 month's pay
20 years' service - 2 months' pay
30 years' service - 3 months' pay
40 years' service - 4 months' pay

- 23.09 Where no one other than the employee can provide for the needs during illness of an immediate member of their family (as defined in Article 24.05(1)), an employee shall be entitled, after notifying their supervisor, to use a maximum of two (2) accumulated sick leave days per illness to a maximum of six (6) days per year to care for the member of the family who is ill.
- 23.10 An employee with more than one (1) year of service who has exhausted their sick leave credits shall be allowed an extension of their sick leave to a maximum of five (5) working days. Upon return to duty, the employee shall repay the extension of sick leave in full at the regular rate of monthly accumulation.
- 23.11 Making false claims to obtain sick leave benefits may be cause for disciplinary action.
- 23.12 The Employer reserves the right, at its expense, to send any employee who has excessive use of sick leave to an Employer-appointed medical doctor for an independent physical examination. The Employer may require proof of illness as it deems necessary. Should medical certification be required by the Employer, it shall be provided by the employee. The phrase "...at its expense..." is intended to include doctor's fees and other expenses incurred by an employee when they are requested to meet with the doctor who practices outside the Town, and is limited to any fee for certification imposed by a doctor who practices within the Town.
- 23.13 If an employee has been absent due to illness or disability for more than eight (8) weeks or may have a condition that could affect workplace safety, the employee may be required to provide a satisfactory medical certificate confirming that they are capable of performing the job, including having regular attendance at work, and noting limitations, if any.

ARTICLE 24 – LEAVE OF ABSENCE

- 24.01 Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in negotiations with the Employer.
- 24.02 Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures. Such payment shall apply for the grievor(s), up to two (2) Local Union representatives, and any witness(s) as appropriate. Witnesses will only be paid for the day they are actually required to be at the hearing.

24.03 Upon request to the Employer, with at least two (2) weeks' notice, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay and benefits. Leave of absence without pay but without loss of benefits shall be allowed for employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies. Approval of such leaves shall be subject to operational requirements. In the case of less than two (2) weeks' notice for request, approval of the request shall be determined by the Employer on a case-by-case basis.

At the request of the Union, the Employer will maintain pay at the regular rates and benefit coverage for those employees who have been granted leaves of absence without pay for Union business and the Employer will invoice the Union for one hundred thirty percent (130%) of the employee's regular wages.

- 24.04 (1) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence so that the employee may be a candidate in Federal, Provincial or Municipal elections. During this leave, the employee will not receive a salary but will be eligible to participate in the benefits plan if they pay both the Employer and the employee premium.
- (2) An employee who is elected to public office shall be allowed leave of absence during the term of office. During this leave, the employee will not receive a salary but will be eligible to participate in the benefits plan if they pay both the Employer and the employee premium.
- (3) An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during their term of office. Such employee shall receive their pay and benefits as provided for in this Agreement, but the Union shall reimburse the Employer for all pay and benefits (including the Employer's share) during the period of absence.
- 24.05 (1) If a death occurs in the employee's immediate family when the employee is at work, the employee shall be granted leave with pay for the remainder of their scheduled shift. The employee shall also be granted five (5) consecutive days leave effective midnight following the death without loss of pay and benefits. "Immediate family" is defined as the employee's parent, step-parent, wife, husband, common-law spouse, brother, sister, child, step-child, foster-child, mother-in-law or father-in-law, grandparent or grandchild if living in employee's household at the time of death. Where the burial occurs outside the Province, such leave shall also include reasonable travelling time but shall not exceed seven (7) days in total.

- (2) One (1) day bereavement leave without loss of pay and benefits shall be granted to any employee for the purpose of attending the funeral of a grandparent, grandchild, sister-in-law, brother-in-law, former guardian, aunt, uncle, or cousin.

Reference made to "in-laws" in this Article shall mean "present" in-laws. Where the burial occurs outside the province, such leave shall also include reasonable travelling time but shall not exceed three (3) consecutive days in total.

- (3) In the case of the death of a present or former Town co-worker, employees may be granted time off, without loss of pay, to a maximum of four (4) hours, in order to attend the funeral.

24.06 The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay. The Employer shall not be responsible for lost wages when an employee is a witness in a criminal matter or civil suit initiated by themselves.

24.07 An employee shall be entitled to leave of absence with pay without loss of seniority and benefits to write examinations to upgrade their employment qualifications, if approved by the Employer, which approval shall not be unreasonably withheld.

24.08 An employee shall be entitled to leave of absence when they request such leave for good and sufficient cause. Such request shall be in writing and valid if approved by the Employer.

ARTICLE 25 – PAYMENT OF WAGES AND ALLOWANCES

25.01 The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached 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.

25.02 When an employee temporarily relieves in, or performs the principal duties of a higher paying position at a flat rate of pay, they shall receive the rate for the job. When an employee temporarily relieves in, or performs the principal duties of a higher paying position for which a salary range has been established, they shall receive the rate in the salary range which is higher than their previous rate. Where the higher position is outside of the bargaining unit, they shall receive their rate of pay plus twenty-five percent (25%) of their wage rate. The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer.

25.03 When an employee is assigned to a position paying a lower rate, their rate shall not be reduced.

25.04 When an employee is advised that they are "on call", that is, immediately available by telephone contact, they shall be paid straight time wages in accordance with the following schedule:

Monday to Friday inclusive	2 hours pay per day
Saturday and Sunday	3 hours pay per day
Holidays listed in Article 20	4 hours pay per day

All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with Article 19 - Overtime, of this Agreement. An employee may leave their employment and return home when they have completed the work for which they were called. On call duty shall be equally divided among the qualified employees.

25.05 When employees are required to use their own vehicles for the Employer's business, they will be compensated at the Provincial Government rate.

ARTICLE 26 – JOB CLASSIFICATION AND RECLASSIFICATION

26.01 Existing classifications shall not be eliminated or changed without prior consultation with the Union. The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of a job are changed or increased or when a new job is created the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee, the day of change in job duties, or another date agreed between the Employer and the Union.

ARTICLE 27 – EMPLOYEE BENEFITS

27.01 The Employer, during the term of this contract, will continue to provide a Group Insurance/Medical Plan. The Employer may implement a user co-pay to a maximum of three dollars (\$3.00) per medical prescription; **any other increase in co-pay will be by mutual agreement with the Union.** Other cost sharing arrangements currently in place between the Employer and employees will remain unchanged.

27.02 All employees shall be covered by the *Workers' Compensation Act* as provided by provincial legislation.

27.03 Employees shall be enrolled in the long-term disability plan known as the "Town of Yarmouth, All Employees, Employee Group Insurance Plan".

Employees shall pay the total premium for the Long-Term Disability Plan and fifty percent (50%) of the Dental Premium. The Employer shall pay fifty percent (50%) of the Dental Premium and one hundred percent (100%) of the Health, AD&D and Life Insurance Premiums.

All new employees must join the Plan, Great West Life or successor, with the exception of Health and Dental if they are covered by a similar plan other than that of the Town of Yarmouth as soon as they become eligible. Should the carrier be changed, benefits shall not be reduced unless mutually agreed between the Employer and the Union.

- 27.04 If an employee is forced to retire due to poor health, the retirement award referred to in Article 23.08 will be paid to that employee provided they are not engaged in regular employment elsewhere after such termination with the Town of Yarmouth and a medical certificate is supplied to the Employer stating that the employee must retire due to poor health.
- 27.05 All eligible employees shall be enrolled in the Nova Scotia Public Service Superannuation Plan. Requirements pertaining to eligibility and contributions shall be in accordance with the Plan.

ARTICLE 28 – SAFETY AND HEALTH

- 28.01 Union members shall, when recommended by the Occupational Health and Safety Committee formed in accordance with Provincial Legislation, be entitled to take time off from work with no loss of seniority or wages to attend educational courses and training seminars, sponsored by the Union.

ARTICLE 29 – JOB SECURITY

- 29.01 In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services presently performed by the employees shall not be sub- contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-unit employee. Notwithstanding this provision the Parties agree that contracting out may be undertaken to deal with:
- (i) emergency situations provided no qualified union employee is on lay-off and provided no qualified union employee loses overtime while contractors are working; or
 - (ii) when specialized services or equipment are needed.
- 29.02 Whenever ordinary work cannot reasonably be continued during working hours by reason of inclement weather, the Employer shall either provide indoor work for outside crews, or allow them to stand by inside. No loss of pay shall result by reason of the provisions of this clause.

ARTICLE 30 – UNIFORMS AND CLOTHING

30.01 The Employer shall supply, and replace, clothing to employees according to the following:

- One pair of hip rubber boots;
- One set of rain gear;
- One pair of safety boots;
- One pair of winter boots with lining;
- Work gloves as required;
- One winter jacket (to be available at the Town Shed when needed);
- One pair of insulated coveralls (to be available at the Town Shed when needed);
- One pair of summer coveralls (to be available at the Town Shed when needed).

Group III (Plant Operators/Meter Reader)

- Shirts and pants or coveralls;
- Safety boots;
- Spring/summer jackets.

Worn or damaged clothing shall be returned prior to any replacement.

New and probationary employees will be required to reimburse the Town for all costs associated with clothing in the event their employment is not continued.

ARTICLE 31 – GENERAL CONDITIONS

- 31.01 Appropriate/adequate space shall be provided for employees to have their meals and keep their clothing (agreed as presently supplied).
- 31.02 The Employer shall provide a bulletin board at all work locations upon which the Union shall have the right to post notices of meetings and such other notices of interest to Union members.

ARTICLE 32 – TERM OF AGREEMENT

- 32.01 This Agreement shall be binding and remain in effect from date of signing to December 31, 2028 and shall continue from year to year, unless either party gives to the other party notice in writing at least ninety (90) days before December 31 in any year that it desires its termination or amendment. Wage increases only retroactive to January 1, 2025.

32.02 Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days before December 31, 2020, give notice in writing to the other party. Within twenty (20) working days of receipt of notice, the parties are required to enter into negotiations for a new agreement.

32.03 All changes in the new agreement shall be adjusted retroactively unless otherwise specified in this Collective Agreement. An employee who has severed their employment between the termination date of this Agreement and the ratification by both parties of a new collective agreement shall receive the full retroactivity of any increase in wages, salaries or other prerequisites.

ARTICLE 33 – BENEFIT AND BINDING

33.01 Any revision in terms, mutually agreed upon, shall, unless otherwise specified, apply retroactively to the renewal date of the Collective Agreement.

33.02 Any mutually agreed written change(s) to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

33.03 This Agreement and everything contained in it shall enure to the benefit of and be binding upon the Parties, their successors and assigns, respectively.

SIGNED THIS 19 DAY OF June, 2025.


**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2530**


Trevor Clairmont, President


Chris Clements, Recording Secretary


Steve Brannen, Shop Steward

TOWN OF YARMOUTH


Pam Mood, Mayor


Jeff Gushue
Chief Administrative Officer

SCHEDULE "A"

WORK GROUPS AND WAGE INCREASES

Title	Jan. 1, 2025 \$1.20/hour	July 1, 2025 \$.30/hour	Jan. 1, 2026 3.0%*	Jan .1 2027 3.0%*	Jan. 1 2028 3.0%*
Group I Labourer Truck Driver i.e Light Equipment Operator	23.59	23.89	24.61	25.35	26.11
Group II Heavy Equipment Operator Dump/Plow/Salt Truck Driver Street Cleaner Operator Skilled Tradesperson Meter Reader	25.92	26.22	27.00	27.81	28.64
Group III Treatment Plant Operators Level 1 Level 2 Level 3	27.68 30.31 33.01	27.98 30.61 33.31	28.82 31.53 34.31	29.68 32.48 35.34	30.57 33.45 36.40
Group IV Transit Drivers	23.59	23.78	24.61	25.35	26.11

*or COLA (up to 3.9%), whichever is greater.

Employees on probation will receive fifteen (15) cents per hour less than the regular employee's rate. After one hundred twenty (120) days have been completed, the rate listed for regular employees shall apply.

The standard of living shall be protected by a Cost of Living Allowance ("COLA"). On January 1, 2026, 2027, and 2028 wages will increase by the percentages indicated above. Effective January 1, 2026, 2027, and 2028 following the release by Statistics Canada of CPI for Nova Scotia, wages will be adjusted accordingly if it is found that the CPI exceeds the percentage indicated above for that year, to a maximum of 3.9%. For clarity, the COLA is based upon the Consumer Price Index (CPI) for Nova Scotia as published by Statistics Canada.

APPENDIX "A"

LETTER OF UNDERSTANDING

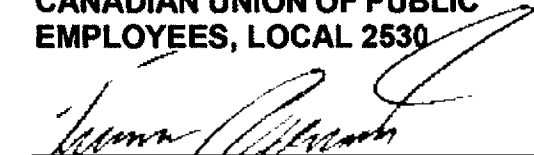
RE: SEASONAL EMPLOYEES PUBLIC WORKS

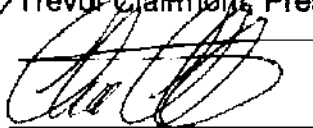
The parties agree to the following regarding seasonal employees (Public Works):

- 1) All provisions of the Collective Agreement apply except as noted here.
- 2) There shall be a separate seniority list maintained for seasonal employees.
- 3) Seniority for seasonal employees shall be based upon actual days worked.
- 4) A seasonal employee who applies for a job posting and is awarded a "non-seasonal" position shall be credited with seniority earned while a seasonal employee.
- 5) Seasonal employees shall earn sick leave as per Article 23.03 however they shall not continue to earn sick leave if they are in receipt of workers' compensation benefits.
- 6) Seasonal employees shall be paid four percent (4%) vacation pay which shall be included in each pay. The provisions in Article 22 – Vacations do not apply to seasonal employees.
- 7) Seasonal employees shall be covered by the provisions of Article 27 – Employee Benefits with the exception that seasonal employees are not included in a Pension Plan. Coverage for the Group Insurance/Medical Plan shall be as per the provisions of the Plan.

SIGNED THIS 19 DAY OF June, 2025.

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2530**

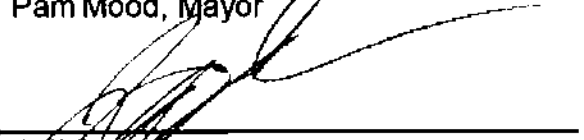

Trevor Claffman, President


Chris Clements, Recording Secretary


Steve Brannen, Shop Steward

TOWN OF YARMOUTH


Pam Mood, Mayor


Jeff Gashue
Chief Administrative Officer

APPENDIX "B"

TRANSIT DRIVERS

- (1) Employees who operate the Transit Bus for the Town of Yarmouth shall be classified as a Transit Driver.
- (2) The classification of Transit Driver is in the bargaining unit as represented by CUPE Local 2530. Current Transit Drivers shall have their service with the Employer recognized as seniority adjusted retroactively to their most recent date of hire in the position.

Where the current full-time drivers have the same seniority date, should that seniority need to be differentiated (the tie broken), the driver with the highest last digit in their S.I.N. shall be determined to be the more senior or the highest last two digits if the last digit is a tie.

Transit Drivers shall be covered by the Collective Agreement between the Town and CUPE Local 2530 with the following exceptions:

A. Hours of Work

- a. Notwithstanding Article 18.01, the normal hours of work shall not exceed eighty (80) hours bi-weekly nor less than seventy-five (75) hours bi-weekly for a full-time employee.
- b. The Employer will provide at least twenty-one (21) days' notice to the employee of any changes to their work schedule.
- c. Transit Drivers are not eligible for a shift premium, except in circumstances where the hours of work occur prior to 6 a.m. or after 10 p.m. for full-time and part-time employees.

B. Overtime

- a. If a Transit Driver works more than eighty (80) hours in a pay period, those hours shall be overtime hours and shall be paid at one and one-half times (1.5X) the employee's regular hourly rate for all time worked.
- b. When a Transit Driver is required to transport the bus for service, the Transit Driver shall receive three (3) hours' pay at the regular rate, or one and one-half times (1.5X) the employee's regular hourly rate for the actual time to transport the bus, whichever is greater.

- c. If Transit Drivers are required to transport the bus more than once in a bi-weekly period to the point where it puts them over eighty (80) hours, those hours above eighty (80) in a pay period shall be treated as overtime hours and paid at one and one-half times (1.5X) the employee's regular hourly rate for the time actually spent.

C. Clothing

Notwithstanding Article 30.01, the Employer shall supply, and replace, the following clothing items to Transit Drivers, on an annual basis:

- a. Four (4) shirts
- b. Four (4) pairs of pants
- c. Safety boots
- d. Work gloves
- e. One (1) lightweight jacket
- f. One (1) winter weight jacket

D. Holidays

Transit Drivers who work on any of the holidays listed in Article 21.01 shall be paid one and one-half times (1.5X) the employee's regular hourly rate and receive another day off, to be scheduled at a time mutually agreed between the Transit Driver and the Employer.

Part-time Transit Drivers, if any, who work on a holiday listed in Article 21.01 shall be paid one and one-half times (1.5X) the employee's regular hourly rate. In lieu of Holidays they shall receive one (1) hour of holiday pay for every twenty-one point six (21.6) regular hours paid.

E. Part-Time Transit Drivers

If the Employer employs Transit Drivers on a part-time basis, those Transit Drivers are members of the bargaining unit entitled to the benefits of a full-time Transit Driver but on a pro-rated basis proportionate to the hours worked, and according to the terms of any relevant plans, such as benefits and pension.

F. Spare Transit Drivers

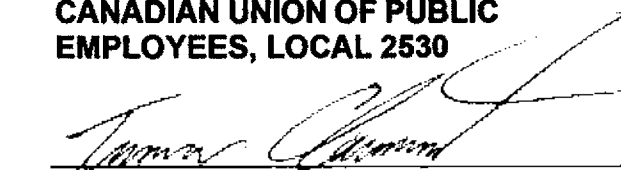
Spare Transit Drivers are drivers hired to replace existing Drivers on a day-to-day basis when regular Transit Drivers are not available. Spare Transit Drivers are not members of the bargaining unit and shall not be used to avoid posting of positions in accordance with Article 16.

G. Wages

Transit Drivers shall be paid in accordance with the Group IV workgroup in Schedule "A".

SIGNED THIS 19 DAY OF January, 2025.

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2530**



Trevor Clairmont, President

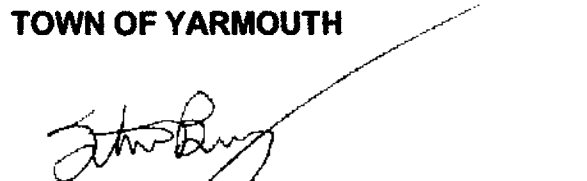


Chris Clements, Recording Secretary

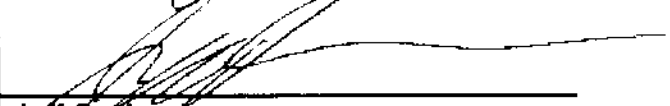


Steve Brannen, Shop Steward

TOWN OF YARMOUTH



Pam Mood, Mayor



Jeff Gushue
Chief Administrative Officer