

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**TOWN OF STELLARTON**

**- and –**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 281**

**Term of the Agreement:  
April 1, 2014 to March 31, 2017**

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Re: Donald MacLellan.....		<b>Error! Bookmark not defined.</b>

This Agreement prepared in triplicate and entered into the date set out herein:

**BETWEEN:**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 281**  
referred to as the “Union”,

**Party of the First Part;**

**AND:**

**TOWN OF STELLARTON, a Municipal Corporation in**  
**the County of Pictou, Province of Nova Scotia, and hereinafter**  
referred to as the “Town”,

**Party of the Second Part.**

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**PREAMBLE**

Recognizing common dependence of the Employer and its employees upon the welfare of the Town as a whole, and recognizing further that a relationship of goodwill and mutual respect between the Employer and the employees can contribute greatly to the maintenance and increase of the welfare, the parties to this contract have joined together in the following agreement.

**ARTICLE 1 - PURPOSE**

**1.01 Purpose of the Agreement**

The purpose of this Agreement is to promote and maintain harmonious relations between the Employer and the Employees, to define more clearly wages and conditions of employment, with an amicable method of settling any grievances that may arise, to promote the mutual interests of the Employer and the employees, and to provide for the carrying on of the Employer’s business under methods which will further to the fullest extent possible the safety and welfare of the employees, together with efficiency and economy of operation and service to the Town. It is recognized by this Agreement to be the duties of both parties to cooperate fully, both collectively and individually, for the promotion of the aforesaid conditions.

**1.02 Management Rights Clause**

The management of the Town’s business and the employment, direction and supervision of the employees, including the transfer, promotion, layoff and discharge for proper cause, of employees, is vested in the Town.

## ARTICLE 2 – DEFINITIONS

### “employee”

The term “employee” as used in this Agreement shall be deemed to include the employees of the Town of Stellarton as set out in the order of certification by the Labour Relations Board of Nova Scotia, Order No. 614, dated February 26, 1960, and excepting Foremen and above that rank, Office Employees and those excluded by paragraphs (a) and (b) of Subsection (2) of Section 1 of the Trade Union Act.

### “permanent employee”

Permanent employees, as described above, shall become and remain members of the Union as a condition of continued employment during the life of this Agreement.

### “casual employee”

A “casual” employee is an employee hired on an ad-hoc day-to-day basis. Casual employee(s) are not covered by this Collective Agreement.

### “temporary employee”

A “temporary” employee is an employee hired for a limited duration of six (6) months or less. This time limit may be exceeded where a temporary employee is hired to replace a regular employee due to absence due to medical reasons. Temporary employees are not covered by the terms of this Collective Agreement.

### “probationary employee”

Newly hired permanent employees shall be on probation from their date of hiring confirmed by Council motion for a period of one hundred twenty (120) days of work. The Town shall not be required at any time to establish just cause in the event of the dismissal of a probationary employee.

## ARTICLE 3 – UNION RECOGNITION

### 3.01 Union Recognition

The Town recognizes the New Glasgow Civic Workers Union, Local 281, Canadian Union of Public Employees, as the sole collective bargaining agency for the employees described in Article 2 of the Agreement.

### 3.02 Union Dues Check-off

The Town agrees upon receipt of an authorization signed by an employee to deduct dues and assessments from the wages of said employee. The amount so deducted shall be submitted to the Secretary-Treasurer of the Union no later than the fifth of the succeeding month, **accompanied by a list of employees’ names, addresses, telephone numbers and classifications.**

### **3.03 Union Dues Remittance**

Such amounts to be deducted shall be those uniformly required to be paid by all members of the Union as a condition of acquiring or retaining membership.

## **ARTICLE 4 – GRIEVANCE PROCEDURE**

### **4.01 Union Steward**

The Union shall notify the Town, in writing, of the name of its Steward. In the absence of the Steward, the President of the Local has the right to act as Steward in any grievance situation. The Steward may assist any employee which the Steward represents in preparing and presenting his/her grievance in accordance with the Grievance Procedure.

### **4.02 Steward Duties during Working Hours**

The Town agrees that if it is necessary to service a grievance during working hours, then the Steward shall be permitted reasonable time for that purpose. Each Steward is employed to perform full-time work for the Town and will not leave his/her work during working hours without giving an explanation for leaving and obtaining the Town Engineer's permission. Such permission will not be unreasonably withheld and the Steward shall report back to the Town Engineer before resuming normal duties.

### **4.03 Grievance Defined**

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. The ability to arbitrate any particular grievance shall be determined, if necessary, by arbitration.

### **4.04 Initiating a Grievance**

Any grievance proceedings must be initiated within ten (10) working days of the initial occurrence of the event giving rise to the grievance or of the date when the employee became aware of the grievance and if such grievance proceeding is not initiated within this period then the grievance shall be considered resolved and shall not be processed.

### **4.05 Settling of Grievances**

#### **Informal**

An employee who feels that they have a grievance shall first discuss the matter with the Town Engineer within two (2) working days of the initial occurrence of the event giving rise to the grievance or of the date when the employee became aware of the grievance. The Steward may be present if desired by the employee. The Town Engineer shall respond within two (2) working days of the discussion. If the dispute cannot be settled informally then it shall be deemed to be a "grievance" and the Town Engineer so notified.

**Step 1**

Should the employee not be satisfied with the results of the informal procedure and should the employee wish to proceed, then the employee shall submit the grievance, in writing, within ten (10) working days of the initial occurrence of the event giving rise to the grievance or of the date when the employee became aware of the grievance. It shall at this step be submitted to the Town Clerk. A meeting shall be held to be attended by the employee, the Steward (or other Union representative) and the Town Engineer, at which time an earnest attempt shall be made to settle the dispute. The Town Clerk shall render a decision within seven (7) working days from the date the written grievance is received.

**Step 2**

Failing satisfactory resolution of the matter, then within ten (10) working days of the date of receipt of the reply of the Town Clerk or the date when the reply was due, the matter may be referred to arbitration.

**4.06 Policy Grievance**

Where a dispute involves a question of general application or interpretation of layoff or where the Town has a grievance, Step 1 of the Article may be bypassed provided that such grievance is filed within ten (10) working days of the initial occurrence of the event giving rise to the grievance.

**4.07 Union or Group Grievance**

The Union shall have the right to originate a grievance for an employee or group of employees and to seek adjustment with the Town in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 1.

**4.08 Town Grievances**

The Town shall have the right to originate a grievance with the Union. Such grievance(s) shall be filed with the Union within seven (7) working days of the occurrence of the event giving rise to the grievance. The reply of the Union shall be made within seven (7) working days of the date of receipt. Should that reply not resolve the grievance, the Town may proceed to arbitration within thirty (30) working days of receipt of the Union reply.

**4.09 Facilities for Grievance meetings**

The Town shall supply the necessary facilities for any grievance meetings.

**4.10 Supplementary Written Agreements**

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

**4.11 Time Limits**

**Should any grievance not be submitted within the time limits specified in Step 1 of the grievance procedure, it shall be considered to have been abandoned. If no written decision has been given to an employee within the time limits specified in the grievance procedure, the employee shall**

**be entitled to submit the grievance to the next stage, including arbitration.**

**4.12 Amending of Time Limits**

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

**ARTICLE 5 – ARBITRATION**

**5.01 Composition of Board of Arbitration**

When either Party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other Party to the Agreement or be personally delivered to the other Party, indicating the name of its nominee on an Arbitration Board. Within five (5) working days thereafter, the other Party shall answer by registered mail or personal delivery indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then meet to select an impartial Chairperson.

**5.02 Failure to Appoint**

If the Party receiving the notice fails to appoint an arbitrator or if the two (2) nominees fail to agree upon a Chairperson within seven (7) working days of their appointment, the appointment shall be made by the Minister of Labour upon request of either Party.

**5.03 Board Procedure**

The Board shall give full opportunity to all Parties to present evidence and make representations. The Board shall hear and determine the difference or allegation and render a decision as quickly as possible after the time the Chairperson is appointed.

**5.04 Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding, and enforceable on all Parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

**5.05 Disagreement on Decision**

Should the Parties disagree as to the meaning of the Board's decision, either Party may within five (5) days of the receipt of the decision apply to the Chairperson of the Board of Arbitration for clarification by the full Board of Arbitration.

**5.06 Expenses of the Board**

Each of the parties to arbitration shall bear the fees and expenses of their nominee to the Arbitration Board and equally share the fees and expenses of a Single Arbitrator or Chairperson.

**5.07 Witnesses**

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.

**5.08 Access to Premises**

All reasonable arrangements will be made to permit the conferring Parties or the arbitrator(s) to have access to the Town's premises to view any working conditions which may be relevant to the settlement of the grievance.

**5.09 Provision for Single Arbitrator**

The Parties hereto, in dealing with any particular grievance, may mutually agree on submission of a grievance to a Sole Arbitrator rather than to a Board of Arbitration. Should the parties so agree, then they shall agree on the selection of the Sole Arbitrator within five (5) working days of receipt of the request as per Article 5.01 herein. Other provisions of this Article referring to an Arbitration Board shall apply where appropriate.

**5.10 "Working Days" Defined**

For the purposes of Articles 4 and 5 only, work or working days shall be Monday to Friday inclusive, excluding holidays.

**ARTICLE 6 – WAGES**

**6.01 Wage Schedule in Appendix "A"**

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

**6.02 Pay Day**

Pay day shall be bi-weekly, every second Thursday.

**ARTICLE 7 – SENIORITY AND PROMOTIONS**

**7.01 Filling Vacant Positions**

When a person is needed to fill a position, a position within the working force other than that of labourer classification, the Town may engage a new employee having the qualifications for such a position if it is not possible to obtain a presently qualified person from within the present working force. Such a person shall receive the pay classification for the work he has been hired to do.

## **7.02 Determination of Qualifications**

It is recognized that the determination of the employee's qualifications rests exclusively with the Town. This applies to layoffs, promotions and re-call.

## **7.03 Training Employees**

In order to give employees the opportunity of becoming qualified for higher classifications, the Town will consider expressions of interest and agrees to select employees from time to time deemed to be suitable for training, and to train them. While being so trained and until such time as they are certified by the Town Engineer to be qualified for a higher classification, their rate of pay will remain at the rate paid immediately previous to their selection as trainees.

## **7.04 Application of Seniority**

- (a) Seniority shall be on a bargaining unit wide basis and shall be based on the last date of hire with the Employer.
- (b) A seniority roster of all employees showing name, classification and date of hire with the Employer shall be revised and posted in January of each year and shall remain posted, and a copy sent to the Union.
- (c) A thirty (30) day protest period shall be allowed following such posting. Upon presentation or proof of error by an employee, or the Union, or the Employer, the seniority roster shall be corrected.
- (d) Any seniority date not protested within the thirty (30) day protest period shall be considered as permanently established.

## **7.05 Seniority in Filling Vacancies**

Vacancies within a department of the service, other than Town Engineer or Head of a Department, shall be filled by promotion according to seniority standing provided, however, that the employee entitled to the promotion solely by reason of seniority possesses the necessary qualification and is otherwise fit and suitable therefore.

## **7.06 Vacant Management Positions**

If the position of Town Engineer or Department Head becomes vacant, the qualifications, fitness and suitability of all employees in such department shall be given due consideration in connection with the appointment of such position.

## **7.07 Promotions Denied**

Any employee denied promotion shall receive reason for such denial upon request therefore.

**7.08 Staffing Reductions**

If the staff is reduced, employees last appointed, subject to the ability of another employee to perform the required duties, shall be laid off first.

**7.09 Staffing Increases**

If the staff of any department is increased, permanent employees formerly belonging to the class to be so increased and who, having been laid off solely by reason of previous reduction in staff, shall, if available, be re-engaged according to the previous seniority standing held by them, in preference to other applications.

**7.10 Discipline and Dismissal**

An employee who has completed the probationary period may be disciplined or dismissed but only for just cause.

**7.11 Union Notification**

The Employer shall notify the Union in writing of any new or vacant positions and or any changes of the bargaining unit membership.

**ARTICLE 8 – HOURS OF WORK AND OVERTIME**

**8.01 Normal Hours of Work**

- (a) The normal hours of work for all employees shall be eight (8) hours per day (including twenty (20) minute lunch break), five (5) days per week, Monday to Friday, 8:00 a.m. – 4:00 p.m., constituting a forty (40) hour week.
- (b) Notwithstanding Article 8.01, the normal hours of work for employees assigned to the Stellarton Memorial Rink during rink ice season shall be eight (8) hours per day including a twenty (20) minute lunch break, five (5) days per week, constituting a forty (40) hour week.
- (c) A premium in the amount of \$2.00 per 8 hour shift shall be paid to employees whose regularly scheduled shift falls outside the normal hours of work as defined in paragraph 8.01 (a).

**8.02 Overtime**

- (a) Any work performed in excess of the normal hours of work as specified in Article 8.01 shall be paid for at the rate of time and one-half (1 ½), except in the case of hours worked on the second scheduled day off which hours shall be paid at double time the regular rate of pay.
- (b) Where up to two hours of overtime is required prior to the start of the normal working hours or to continue a task commenced during normal

working hours, the crew performing the task shall be offered first refusal of the overtime. For the purpose of this article, the term “crew” shall be defined as two permanent employees and may include temporary employees and/or probationary employees. In all other cases, overtime shall be offered on the basis of seniority subject to ability to perform the work.

- (c) Any employee called out for emergency work on any day except paid holidays shall receive a minimum of four (4) hours pay or overtime rates, as specified in Article 8.02 (a) for time worked whichever is greater.
- (d) Employees shall not work more than sixteen (16) hours in any twenty-four (24) hour period.
- (e) A minimum of twenty-four (24) hours notice shall be given when the Normal House of Work set out in Article 8.01 (a) are changed to Normal Hours of work set out in Article 8.01(b) or vice versa. Except where the change is by mutual agreement between the Employee and the Employer, if the schedule is changed by the Employer without the minimum twenty-four (24) hours notice, the Employee shall be compensated at the overtime rate for each hour worked on the changed shift.
- (f) **Employees shall be permitted to bank up to a maximum of forty (40) hours of overtime, to be used at straight time for personal time off during the period between November 1 to March 31 of each year.** Such personal time off shall be scheduled well in advance at a time that is subject to operational feasibility and mutually agreed between the Employer and the Employee, and may be granted by the Employer only in exceptional circumstances during the period between April 1 to October 31.

### **8.03 Water Treatment Plant Operators**

- (a) One of the two water treatment plant operators shall be available for a two (2) week period. Duties during this period shall be to operate and maintain the water treatment plant and water distribution system outside of normal working hours. This operator shall be available to be called out for emergency work.
- (b) For operating and maintaining the water treatment plant and water distribution system and for being available, the water treatment plant operator shall be paid two (2) hours straight time Monday to Friday and six (6) hours at time and one-half for Saturdays, Sundays and six (6) hours at double time for holidays.

#### **8.04 Winter Standby Operator**

From November 1<sup>st</sup> to March 31<sup>st</sup> the following year, the Town will pay **ten (10)** hours straight time per week for an operator to be available for a seven (7) day period for snow and ice removal and control duties outside the normal working hours. All qualified employees shall share this stand-by duty on a weekly revolving basis. The stand-by schedule for the winter shall be posted by October 23<sup>rd</sup>.

### **ARTICLE 9 – HOLIDAYS**

#### **9.01 Holidays Defined**

All permanent employees covered by this Agreement shall be entitled to the following statutory holidays:

New Year's Day	Labour Day
<b>3<sup>rd</sup> Monday in February</b>	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Any other Federal, Provincial or
First Monday in August	Municipal proclaimed Holiday.

#### **9.02 Compensation for Work on Holidays**

Any employee who is required to work on a Holiday, as outlined in Article 9.01, shall be compensated at double time for all hours worked.

#### **9.03 Call out on Holidays**

Any employee who is called out on a statutory holiday shall be paid a minimum of four (4) hours or double time for time worked whichever is greater plus their regular day's pay that they would receive for that holiday. The same conditions shall apply to any Civic Holiday declared by the Town.

### **ARTICLE 10 – VACATIONS**

#### **10.01 Annual Vacation Entitlements**

- (a) All employees shall receive annual vacation based on the following scale:
- i) Two (2) weeks' vacation after one (1) year's service
  - ii) Three (3) weeks' vacation after three (3) years' service
  - iii) Four (4) weeks' vacation after ten (10) years' service
  - iv) Five (5) weeks' vacation after eighteen (18) years' service

- (b) Any employee with five (5) weeks' vacation must take three (3) weeks and then two (2) weeks.
- (c) One (1) additional day for each year of service between nineteen (19) and twenty-three (23) years to a maximum of thirty (30) days after twenty-three (23) years of service.

#### **10.02 Qualifying Period**

Qualifying periods for vacations shall be from January 1<sup>st</sup> to December 31<sup>st</sup> in any one year. Preference for vacation periods shall be according to seniority and vacation shall be scheduled as far as possible between June 1<sup>st</sup> and September 30<sup>th</sup>. **Scheduling of vacation time must be in advance and prior approval be granted by the Town Engineer.**

#### **10.03 Vacation Pay on Termination**

If the employee leaves the service of the Town on his/her own accord, is laid off, or is dismissed for cause when an unused portion of his/her vacation with pay stands to his/her credit, he/she shall be paid the amount due him/her in lieu of vacation earned on a pro-rata basis.

### **ARTICLE 11 – BEREAVEMENT LEAVE**

#### **11.01 Bereavement Leave for Immediate Family**

The Town agrees to grant bereavement leave to all permanent employees. Bereavement leave of five (5) continuous days adjacent to the day of the funeral, shall apply to immediate members of the employee's family: spouse, partner, son, daughter, father, mother, sister, brother, mother-in-law, and father-in-law.

#### **11.02 Bereavement Leave for Others**

Bereavement leave of three (3) days (granted during the period from date of death to day after the funeral) shall apply to grandparent, grandchild brother-in-law, sister-in-law, and/or guardian.

### **ARTICLE 12 – FAMILY AND EMERGENCY LEAVE**

**12.01 Employees shall receive up to two (2) days leave per year with pay in the event the Employee has a serious fire or flood or home emergency or due to a serious family issue/emergency at the discretion of the Employer. The days to be deducted from sick leave accumulation.**

## ARTICLE 13 – SICK LEAVE

### 13.01 Sick Leave Defined

Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on approved sick leave is entitled to receive sick leave pay when he is unable to perform the duties of his/her position because of illness or injury, provided the employee is not otherwise receiving pay for that day and has sufficient sick leave credits. This benefit is also subject to the employee meeting the requirements of Article **13.05**.

### 13.02 (a) Sick Leave Benefit Accrual

Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1 ½) days for every month of paid service. Sick leave credits are accrued but cannot be used during an employee's probationary period.

#### (b)(i) Workers' Compensation - Pay Supplement

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

#### (ii) Continuation of Pay

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

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

### 13.03 Maximum Sick Leave Accrual

The unused portion of an employee's sick leave shall accrue for his/her future benefits to a maximum of one hundred seventy-five (175) days. **Should there be any sick leave credits remaining in the Employee's sick leave bank upon retirement, the credits will be paid out at 2.5% providing there is a minimum of one hundred (100) days in the bank.**

#### **13.04 Deduction of Sick Credits**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

#### **13.05 Proof of Illness**

- (a) An employee returning to work after a period of greater than two (2) weeks following an injury or serious illness, shall produce proof, in the form of a doctor's certificate, that he/she is fit to return to his/her normally assigned duties. The employer shall pay the cost of procuring the necessary certificate if it is not covered by the employee's medical coverage.
- (b) An employee may be required to produce such proof of illness as may be required by the Town certifying that the employee was unable to carry out his/her duties due to illness.

#### **13.06 Notification of Sick Periods**

Except in extreme and unusual circumstances, employees who are unable to attend work due to a sickness shall notify the Town **Engineer** at least one (1) hour prior to commencement of a shift.

#### **13.07 Health and Welfare Program**

The Town and employees agree to share in the cost of the premiums for a health and welfare program as follows:

- a) The Town shall pay 100% of the premiums for the Medical and Dental benefits excluding the Long Term Disability Benefit Plans.
- b) The employee shall pay 100% of the premiums for the Long Term Disability Benefit Plan.

### **ARTICLE 14 – SAFETY AND HEALTH**

- 14.01 (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, illness and injury. The Employer agrees to abide by the Nova Scotia Occupational Health and Safety Act and Regulations as well as other applicable Federal or Municipal Regulations.**
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee at least one (1) representative selected or appointed by the Union from among the bargaining unit employees.**

- (c) Any representative appointed or selected in accordance with (b) shall serve a term of one (1) calendar year from date of appointment which may be renewed for further periods of one (1) year. The representative's time spent attending meetings of the Joint Occupational Health and Safety Committee in accordance with the foregoing shall be deemed to be work time for which the representative shall be paid by the Employer at his/her regular rate of pay.
- (d) An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his regular rate of pay, without deduction from sick leave, unless a Doctor states that the employee is fit for further work on that shift.
- (e) Transportation to the nearest physician or hospital for employee(s) requiring medical care as a result of an accident shall be at the expense of the Employer.
- (f) First aid facilities shall be provided to all employees.

## **ARTICLE 15 – CLOTHING**

### **15.01 Safety Equipment**

The Town agrees to provide suitable waterproof and safety equipment for the use of the employees as required.

### **15.02 Safety Boots**

The Town agrees to provide safety boots every twelve (12) months and the Town agrees to provide coveralls when needed.

### **15.03 Care of Equipment and Clothing**

Employees will use all reasonable care to avoid the loss or damage to such clothing and equipment supplied by the Town.

### **15.04 Safety Glasses**

Employees shall be entitled to receive one pair of safety prescription glasses every two (2) years.

## ARTICLE 16 – NO DISCRIMINATION

### 16.01 No Discrimination

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

## ARTICLE 17 – DURATION

### 17.01 Duration of Collective Agreement

It is agreed between the Parties hereto that this contract shall be in full force and effect from **April 1, 2014 until March 31, 2017** and shall continue in effect thereafter from year to year unless one party gives written notice to the other party of the desire to amend this Agreement, or negotiate a new agreement.

### 17.02 Notice to Renegotiate Agreement

This notice shall be given within two (2) months next preceding the termination date of this Agreement in any year. During the period of negotiations, this Agreement shall remain in full force and effect.

## ARTICLE 18 – COPIES OF AGREEMENT

### 18.01 Sufficient Copies

The Union shall have printed sufficient copies of the Agreement that each employee in the bargaining unit may have a copy within a reasonable time after the execution of this Agreement.

### 18.02 Cost of Printing

The cost of such printing is to be shared on a 50-50 basis between the Employer and the Union.

## ARTICLE 19 – RETIREMENT PLAN

### 19.01 Pension Plan

The existing Pension Plan shall not be eliminated or changed without the prior written agreement of the Union. The contribution rate shall be 6% Employee and 6% Employer based on the straight time wages of the employee in each pay period. **The Employer and the Employees will increase contributions by 1% in April 2015.**

**19.02 Retirement Allowance Benefit**

A permanent Employee who retires in accordance with the entitlement provisions of the Town Pension Plan, shall be entitled to the payment of the sum of one hundred dollars (\$100.00) per year of permanent employment service. In the event of the death of the Employee prior to retirement, this allowance shall be paid to the Employee's estate.

**ARTICLE 20 – JOB SECURITY**

**20.01 Contracting Out Services**

Should the Town be considering contracting out services or work presently provided by the employees which could lead to layoffs, it will provide the Union with as much notice as reasonably possible, in any event no less than forty-five (45) days of its considerations. The Parties agree that they will explore whether other options can be developed that will resolve the difficulties for which contracting out was deemed to be necessary.

**THIS AGREEMENT** dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

**SIGNED ON BEHALF OF:**

**TOWN OF STELLARTON**

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

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## SCHEDULE 'A'

Town of Stellarton	Hourly Rate Expired	2.00% April 1, 2014	2.00% April 1, 2015	2.00% April 1, 2016
Maintenance and Machine Operator	<b>23.10</b>	23.56	24.03	24.51
Basic Labourer	<b>20.69</b>	21.10	21.52	21.95
<b>Working Foreman</b>	<b>\$1.00/hr extra plus use of Town vehicle.</b>			

### **Certification Applicable to Water and Wastewater Collection**

Employees shall receive \$0.25 per hour above their rate for completion of Level 1, Level 2, Level 3 in Water and Wastewater Collection to a maximum of seven (7) certificates. No one will be denied the opportunity to train for certification upon receiving approval of the Town Engineer.

**Retroactivity will be paid on wages and overtime effective April 1, 2014.**

**Signing Bonus of \$500.00 per Employee.**

cope491

