

# COLLECTIVE AGREEMENT

between the

**MUNICIPALITY OF THE COUNTY OF VICTORIA  
(the "Employer")**



and the

**Municipality of the County of Victoria Employees  
Union, Local 2694, chartered by the Canadian  
Union of  
Public Employees  
(the "Union")**



Effective from April 1, 2022 to March 31, 2026

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THIS COLLECTIVE AGREEMENT effective from April 1, 2022 to March 31, 2026

BETWEEN: **THE MUNICIPALITY OF THE COUNTY OF VICTORIA**  
(hereinafter referred to as the "Employer")

AND:

**THE MUNICIPALITY OF THE COUNTY OF VICTORIA  
EMPLOYEES UNION LOCAL 2694 CHARTERED BY  
THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
(hereinafter referred to as the "Union")

### **ARTICLE 1 - PREAMBLE**

**1:01 WHEREAS** it is the desire of both parties to this Collective Agreement:

- (1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (3) To encourage efficiency in operation.
- (4) To encourage the morale, well-being and security of all of the Members in the Bargaining Unit of the Union.

**1:02 AND WHEREAS** it is now desirable that the methods of bargaining and all matters pertaining to the working conditions of the Members be drawn up in agreement.

**1:03 NOW THEREFORE** the parties agree as follows:

### **ARTICLE 2 - MANAGEMENT RIGHTS**

**2:01** The Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct the Members, subject to the terms of this Collective Agreement.

### **ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

**3:01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees (hereinafter referred to as "CUPE") and its Local 2694 as the sole and exclusive collective

bargaining agent for all Regular-Full Time Employees, Regular Part-Time Employees, Extended Term Employees, and Seasonal Employees, excluding the Chief Administrative Officer (hereinafter referred to as the "C.A.O."), the Chief Financial Officer, the Executive Assistant to the C.A.O., the Communications and Marketing Coordinator, Manager of Public Works, Manager of Tourism and Recreation and those excluded by Paragraphs (a) and (b) of Section 2(2) of the *Trade Union Act*. Also excluded are grant workers, field placement students, summer students, Term Employees, and Casual Employees, as defined in Article 5.02.

**3:02 Work of the Bargaining Unit**

Persons whose jobs are not in the Bargaining Unit should not work on any jobs which are included in the Bargaining Unit except for purposes of instruction or in the case of an emergency.

**3:03 No Conflicting Agreements**

Members shall not be permitted or required to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

**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 Member in the matters of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise, by reason of race, creed, colour, sex, gender identity, gender expression, national origin, political or religious affiliation, sexual orientation, disability, or marital status, nor by reason of any Member's membership or activity in the Union.

**ARTICLE 5 - UNION SECURITY**

**5:01 All Employees to be Members**

As a condition of continuing employment, all Employees, with the exception of those noted in Article 3:01, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. All future Regular Full-Time Employees, Regular Part-Time Employees, Extended Term Employees, and Seasonal Employees shall, as a condition of continuing employment, become and remain members in good standing of the Union after three (3) months of continuous employment.

**5:02 Definitions**

- (1) **A Member:** is an individual who is employed by the Employer to work on behalf of the Employer. Any reference made to "Member/Members" in this Collective Agreement shall be understood to only be reference to Members who are members of the Bargaining Unit.
- (2) **A Regular Full-Time Employee:** is a Member who regularly works the prescribed full-time hours as set out in Article 15:01, who works on a year-round basis, and who has completed the probationary period as set out in Article 13:04.
- (3) **A Regular Part-Time Employee:** is a Member who regularly works less than the prescribed full-time hours as set out in Article 15:01, who works on a year-round basis, and who has completed the probationary period as set out in Article 13:04.
- (4) **A Term Employee:** is a person who is employed:
  - (a) for a specific term not exceeding five (5) months, and who is hired to fill vacancies of more than thirty (30) Working Days, and who works regularly-scheduled continuous shifts; or
  - (b) who is employed for special projects of more than thirty (30) Working Days with specific start and finish dates.
- (5) Term Employees are excluded from the coverage of this Collective Agreement. Term Employees shall receive benefits as per the Labour Standards Code of Nova Scotia. Term Employees shall not pay Union dues.
- (6) **An Extended Term Employee:** is a Member who is hired for a specific term exceeding five (5) months and who is hired to provide coverage for approved Leaves of Absence exceeding five (5) months, maternity leaves or extended medical disability leaves, and who works regularly scheduled shifts.
- (7) **A Seasonal Employee:** is a Member who works a specific term of more than five (5) months and who is eligible to work for several years through a series of layoffs and recalls.
- (8) **A Casual Employee:** is a person who is employed to work in one or more of the following capacities:
  - (a) to relieve in the case of absences for illness, injury or vacation of other Employees for a period of not more than thirty (30) days; or

- (b) to assist with short-term work overloads; or
  - (c) to work irregular hours with no established pattern; or
  - (d) to provide temporary relief when the Employer is unable to fill a vacancy.
- (9) Casual Employees are excluded from the coverage of this Collective Agreement. Casual Employees shall receive benefits as per the Labour Standards Code of Nova Scotia. Casual Employees shall not pay Union dues.
- (10) **A Working Day:** is a day during which a Member reports to the place of employment to work the hours as outlined in that Member's respective job description.

**5:03 Probation**

- (1) Upon being hired, Regular Full-Time Employees shall be on probation for three (3) worked months. The end date of this probationary period shall be included in the Member's letter of hire. Upon completion of the probationary period, notification shall be given to both the Member and the Union confirming the Member has completed their probationary period.
- (2) Upon being hired, Regular Part-Time Employees, Extended Term Employees, and Seasonal Employees shall be on probation on a pro-rated basis in accordance with Article 5:03(1). This probationary period shall not exceed six (6) months.
- (3) The Employer may, in its sole discretion, recognize and credit time worked as a Casual Employee or as a Term Employee towards the probationary period.
- (4) Upon successful completion of the probationary period, Seniority shall be effective from the Member's original date of hire.

**5:04 Orientation**

- (1) Members shall receive an orientation package from the Employer upon being hired, which shall include all of the Employer's policies.
- (2) All Members shall sign an acknowledgment with the Employer that they have received and reviewed the Employer's policies.

## **ARTICLE 6 - DEDUCTIONS**

### **6:01 Deductions**

- (a) The Employer shall deduct from every Member in the Bargaining Unit any bi-weekly Union dues, uniformly required and levied by the Union, in accordance with the Union's Constitution and By-laws.
- (b) Deductions for union dues shall be remitted on a monthly basis. Deductions are to be sent by the Employer to CUPE National Union Office, 1375 St. Laurent Boulevard, Ottawa, Ontario, K1G 0Z7 on the 15<sup>th</sup> day of every month by the Employer.

### **6:02 Acquainting New Members**

- (1) The Employer agrees to acquaint new Members with the fact that this Collective Agreement is in effect, and with the conditions of employment set out in Articles 5.01 and 6.01.
- (2) On commencing employment, the Member's immediate supervisor shall inform the new Member of the name of the Union Steward (hereinafter referred to as the "Steward") or representative. The Steward or representative shall provide the Member with a copy of this Collective Agreement.
- (3) A representative of the Union shall be given an opportunity to meet with new Bargaining Unit members, as part of the members' orientation, for the purpose of acquainting them with the benefits and duties of Union membership. This shall be done without loss of regular pay and up to one-half (½) hour shall be allotted for this.

## **ARTICLE 7 - CORRESPONDENCE**

### **7:01 Correspondence**

All correspondence between the parties, arising out of this Collective Agreement or incidental thereto, shall pass to and from the C.A.O. or the Chief Financial Officer and the President of the Union and the Secretary of the Union or their designate.

### **7:02 Copies of Minutes of County Council**

The minutes of the County Council shall be made available electronically on the website of the Municipality of the County of Victoria.

## **ARTICLE 8 - LABOUR MANAGEMENT RELATIONS**

### **8:01 Representation**

- (1) No individual Member or group of Members shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.
- (2) In order that this may be carried out, the Union shall provide the Employer with a list of its representatives.
- (3) The Employer shall, when requested by the Union, provide the Union with a list of its supervisors or other persons with whom the Union may be required to transact business.

### **8:02 The Bargaining Committee**

- (1) A Bargaining Committee shall be appointed, which shall consist of no more than four (4) representatives of the Employer and no more than four (4) representatives of the Union.
- (2) The Union shall advise the Employer of the Union's nominees to the Bargaining Committee.
- (3) The Employer shall make available to the Union, on request and with reasonable notice, information or documents relating to CUPE members' employment which is required for collective bargaining purposes. This information shall include the Employer's policies, hiring dates, and hours of work.

### **8:03 Representatives of the Canadian Union of Public Employees**

- (1) The Union shall have the right, at any time, to have the assistance of representatives of CUPE when dealing or negotiating with the Employer.
- (2) Representatives of CUPE shall have reasonable access to the Employer's premises during working hours in order to investigate and assist in the settlement of a grievance.
- (3) Time is to be set with the Employer for Members to take time away from their regularly-scheduled work duties to attend to Union business, and representatives of CUPE shall obtain permission of the Employer in advance.
- (4) The permission of the Employer for Members to take time away from their

regularly-scheduled work duties to attend Union business shall not be unreasonably withheld.

**8:04 Remuneration for Members on Bargaining Committee**

Members serving on the Bargaining Committee shall receive their regular rate of pay, which shall not exceed regular working hours on any given day.

**8:05 Labour Management Relations Committee**

- (1) The Labour Management Relations Committee (hereinafter referred to as the "LMRC") shall consist of at least two (2) and no more than four (4) representatives of the Employer and at least (2) and no more than four (4) Members representing the Union.
- (2) The LMRC shall meet as needed, with a minimum of two (2) meetings per year.
- (3) The LMRC shall not address specific grievances of Members or the Union.
- (4) A representative of the Employer and a representative of the Union shall alternate as Chair of the LMRC.
- (5) The Employer and the Union shall exchange an agenda on the matters proposed for discussion at least three (3) days prior to any meeting of the LMRC.
- (6) Minutes of every meeting shall be taken, prepared, and signed by the Chair of the LMRC.

**ARTICLE 9 - DISCIPLINE, DISCHARGE, AND SUSPENSION**

- 9:01** A Member who has completed the probationary period may be disciplined or discharged only for just cause.
- 9:02** Prior to the imposition of discipline or discharge, a Member shall be given the reason(s) for such in the presence of a Steward or a representative of the Union.
- 9:03** Such Member and the Union shall be notified within five Working Days of the date of such discipline or discharge, with full disclosure of the reason(s) for the discipline or discharge in writing.
- 9:04** An Employee's employment may be terminated at any time during the probationary period. The Employer shall not be required at any time to establish just cause in the event of such termination or provide advance notice of such

termination.

- 9:05** A Member disciplined or discharged, except as defined in Article 9.04, shall be entitled to file a grievance pursuant to Step 2 of the Grievance Procedure. Such grievance shall be filed within ten (10) Working Days of the date of the disciplinary action or discharge.
- 9:06** Should the Employer provide any written warning(s) regarding work performance, such warning(s) shall be copied to the President of the Union and the Secretary of the Union. The Member's reply to the written warning(s), if any, shall become part of the Member's record.
- 9:07** The record of a Member shall not be used against the Member at any time after twenty-four (24) months following disciplinary action or discharge. This record shall include any letters of reprimand or adverse reports.
- 9:08** Prior to a Member being disciplined or discharged by the Employer at a meeting, the Member shall be notified so that the Member shall have the right to have a Steward or a representative of the Union present. There shall be no undue delay in disciplinary action because of the unavailability of a Steward or a representative of the Union.
- 9:09** The Employer shall not be responsible for any expenses of the Member, the Steward, or the representative of the Union, except for regular earnings incurred by the Steward or the representative of the Union to attend a meeting in accordance with Article 9:08.
- 9:10** Members shall have the right to have access to and review their personnel file at a time mutually-agreed upon with the Employer.
- 9:11** Members must be notified of any adverse report(s), and must be given an opportunity to reply to the same. Failure to notify a Member of any adverse report(s) shall render said adverse report(s) null and void.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

- 10:01** A Grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and any Member(s) of the Union, or a case where it is alleged that the Employer acted unjustly.
- 10:02 (1)** Any Member who has a question or complaint for or about the Employer shall refer such to their immediate supervisor within ten (10) Calendar Days of becoming aware of the occurrence which led to the question or complaint.
- (2)** The supervisor shall reply to the Member within ten (10) Calendar Days

from the date that the Member submitted the question or complaint.

- (3) A Steward shall be present during any discussion between the supervisor and the Member if a Steward is available.
- (4) Any discussion between the supervisor and the Member may be held without the presence of a Steward if a Steward is not available.

**10:03** In order to provide an orderly and speedy procedure for the settlement of Grievances, the Employer acknowledges the right of the Union to appoint a Committee or Steward whose duties shall be to assist any Member covered by this Collective Agreement in preparing and presenting a Grievance in accordance with Article 10:04.

**10:04** An earnest effort shall be made to settle Grievances fairly and promptly in accordance with the following Grievance Procedure:

**Step 1** The Member who has a grievance shall, with the Steward, submit the grievance in writing. This submission shall include the detailed nature of the grievance to the Member's supervisor within ten (10) Calendar Days. The Member's supervisor shall reply to the grievance in writing within ten (10) Calendar Days. At each step of the Grievance Procedure, the Member who has a grievance shall have the right to be present.

**Step 2** Failing settlement being reached with the supervisor within ten (10) Calendar Days, the Union shall submit the written Grievance to the C.A.O in writing. The C.A.O. shall render a decision within ten (10) Calendar Days after receipt of the written Grievance.

**Step 3** Failing settlement being reached in Step 2 within ten (10) Calendar Days, the Union shall submit the written Grievance for inclusion on the agenda for the next regular meeting of County Council. County Council shall respond within ten (10) Calendar Days after the date of the regular County Council meeting at which the written Grievance was discussed.

**Step 4** The Union and the Employer may submit the dispute to arbitration within ten (10) Calendar Days after completion of Step 3.

**10:05** If either of the parties fails to process a Grievance to the next step in the Grievance Procedure within the time limits specified, then the time limits may be extended only by mutual consent of the parties.

**10:06** Where a dispute involving a question of general application or interpretation occurs, or where a group of Members or the Employer has a Grievance, then

the referral to the supervisor in Article 10:02 may be by-passed.

- 10:07** The Union and its representatives shall have the right to originate a Grievance on behalf of a Member or group of Members, and to seek adjustment with the Employer in the manner provided for in the Grievance Procedure. Any Grievance originated by the Union and its representatives shall be initiated at Step 1 of the Grievance Procedure.
- 10:08** Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.
- 10:09** Replies to all Grievances which provide an answer to any question(s) or which state reasons for any decision(s) shall be in writing at all Steps, except any replies in accordance with Article 10:02.
- 10:10** Any mutually-agreed changes to this Collective Agreement shall form part of this Collective Agreement and shall be subject to the Grievance Procedure as set out in Article 10 and Arbitration as set out in Article 11.
- 10:11** An arbitrator shall give the parties an opportunity to properly present their case in order to determine the matter in dispute.
- 10:12** In accordance with Article 8:03, representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily with respect to a Grievance or an interest or rights arbitration hearing, provided that the representatives of the Union shall obtain the permission of the Employer before leaving their employment.

## **ARTICLE 11 - ARBITRATION**

- 11:01** When either party requests that a Grievance be submitted to arbitration, the request shall be made in writing to the other party. The parties agree that a single arbitrator shall be selected. Should the parties be unable to agree to appoint an arbitrator within fourteen (14) days of the initial request, then the appointment shall be made by the Minister of Labour upon the request of either party.
- 11:02** The arbitrator shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and render a decision as soon as possible from the time that the arbitrator is appointed.
- 11:03** The arbitrator's decision shall be final, binding, and enforceable on all parties. The arbitrator shall have the power to modify or to set aside any penalty imposed by the Employer relating to the disciplinary measures before them, but shall not have the power to add, subtract or modify any terms of this Collective

Agreement.

**11:04** The parties to this Collective Agreement shall pay to the arbitrator their share of one-half each for the arbitrator's salary and expenses.

**11:05** The parties may agree to waive any time limits in referring a matter to arbitration, but that agreement must be in writing.

**11:06 Mediation**

With mutual agreement, the parties can apply for mediation available through the Nova Scotia Department of Labour.

**ARTICLE 12 - SENIORITY**

**12:01 Seniority Defined**

- (1) Seniority is defined as the length of service in the Bargaining Unit and shall include service with the Employer prior to the certification of the Union.
- (2) Members shall be added to the Seniority list from their date of hire following the successful completion of their probationary period, as outlined in Article 5:03.
- (3) If an individual who is not a member of the Bargaining Unit is hired into another position and becomes a member of the Bargaining Unit, then that individual's Seniority shall commence with their date of hire in the position that is in the Bargaining Unit.
- (4) If an Extended Term Employee or a Seasonal Employee becomes a Regular Full-Time Employee or a Regular Part-Time Employee, then they shall retain their accumulated Seniority.
- (5) If a Regular Full-Time Employee or a Regular Part-Time Employee becomes an Extended Term Employee or a Seasonal Employee as a result of a lay-off, then they shall retain their accumulated Seniority.

**12:02 Role of Seniority**

Seniority shall be used, together with qualifications and the ability to do the job, in determining preference or priority for promotions, transfers, demotions, lay-offs, permanent reductions of the work force, and recalls, as set out in other provisions of this Collective Agreement. Seniority shall operate on a Bargaining Unit-wide basis.

### **12:03 Seniority List**

- (1) The Employer shall maintain a Seniority list showing the current classification and the date upon which each Member's service commenced.
- (2) Where two or more Members commence work on the same day, Seniority shall be determined by placing the names of the Members in a receptacle. The first name drawn shall be the Member deemed to have the most Seniority and this process will be continued until all members who commenced work on that day are placed on the Seniority List in the order in which they are drawn.
- (3) Representatives of the Union shall be present during the drawing of names pursuant to Article 12:03(2).
- (4) An up-to-date Seniority list shall be sent to the Union and shall be distributed to the Union President in January of each year.

### **12:04 Recognition of Seniority**

- (1) Both parties recognize:
  - (a) The principle of promotion within the service of the Employer; and
  - (b) That job opportunities should increase in proportion to a Member's length of Seniority, provided that the Member has the qualifications and the ability to do the job.

### **12:05 Loss of Seniority**

- (1) A Member shall not lose Seniority rights if absent from work because of accident, lay-off, or Leave of Absence approved by the Employer except as indicated here.
- (2) A Member shall only lose their Seniority in any of the following events:
  - (a) The Member is discharged for just cause in accordance with Article 9 and is not reinstated;
  - (b) The Member resigns, with a forty-eight (48) hour grace period to be rehired and to regain Seniority;
  - (c) The Member is absent from work in excess of two (2) Working Days without notification to the Employer and/or unless there is just cause;

- (d) The Member fails 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 Member to keep the Employer informed of the Member's current address;
- (e) The Member retires by reason of age or disability;
- (f) The Member is laid off for a period longer than twelve (12) months; or
- (g) The Member is absent from work for longer than two (2) years.

## **ARTICLE 13 - JOB POSTINGS AND REVIEW**

### **13:01 Posting Internally and Externally**

When a vacancy occurs inside or outside the Bargaining Unit, or new positions are created, the Employer shall post the position internally for a minimum of two (2) weeks, unless otherwise mutually-agreed upon between the Employer and the Union. The Employer shall also post such vacancies externally to the general public at the same time that they are posted internally.

### **13:02 Information on Postings**

- (1) Postings shall contain the following information:
  - (a) Nature of position;
  - (b) Qualifications;
  - (c) Required knowledge and education;
  - (d) Skills;
  - (e) Shift;
  - (f) Wage, salary rate or salary range; and, if applicable,
  - (g) The start and end dates for Extended Term and Seasonal positions.
- (2) Postings shall be posted on bulletin boards and by email. Postings may also be posted on the website of the Municipality of the County of Victoria.
- (3) The Union shall send a notification of any postings to its members.

### **13:03 Method of Making Appointment**

- (1) When making staff changes, transfers, or promotions, such appointments shall be made to the applicant with the greatest Seniority, provided the applicant has the necessary qualifications, ability, knowledge, education, and skills to do the job.

- (2) If no existing Member can be found capable of holding the posted position, it is expressly understood that nothing in this Collective Agreement shall bind the Employer to appoint an existing Member to such position.

#### **13:04 Probationary Period**

- (1) The successful applicant for a posted position shall be placed on a probationary period in accordance with Article 5:03.
- (2) After a satisfactory completion of the probationary period, the appointment shall become official and the Employee shall be notified by the Employer.
- (3) If an existing Member is hired to fill a new position, and if during the probationary period, they prove unsatisfactory or determine that they are unable to perform the duties of the new position, then the existing Member shall return to their former position without loss of Seniority and shall return to the wage or salary consistent with that position.
- (4) If a Member returns to their former position, as outlined in Article 13:04(3), then any other Member transferred because of any rearrangements of positions shall also return to their former position without any loss of Seniority and shall return to the wage or salary of that position.

#### **13:05 Creation of a New Position**

- (1) If the Employer creates a position during the term of this Collective Agreement and a rate of pay is determined, then the Employer and the Union shall re-evaluate the job description within the first twelve (12) months, paying attention to the scope of the duties and level of responsibility of the new position to determine if a higher classification and/or a change in wage is warranted.
- (2) Any reclassification and/or change in wage to a newly-created position shall be at the sole discretion of the Employer, but may only be done after the Employer has consulted with the Union.

#### **13:06 Performance Reviews**

- (1) The Employer may conduct a formal review of a Member's performance with the Member.
- (2) When a formal review of a Member's performance is conducted, the Member shall be given the opportunity to discuss and then sign the review form to indicate that its contents have been read and understood. The Member shall also be given an opportunity to provide written comments to

be attached to their performance review. The Member shall be permitted up to fourteen (14) days from the time that they are presented with the review form to provide their signature and written comments.

- (3) After the Member has signed the performance review, the Member's supervisor who completed the appraisal shall not add any further comments.

## **ARTICLE 14 - LAY-OFFS AND RECALLS**

### **14:01 Seniority**

- (1) The parties recognize that job security shall increase in proportion to a Member's length of service. In the event of a lay-off, Members shall be laid off in the reverse order of the Bargaining Unit-wide Seniority.
- (2) Members who are about to be laid off shall have the right to bump Members with less Seniority, provided that the Members exercising this right have the required qualifications, knowledge, skills, ability, and education to perform the work of the Members with less Seniority.
- (3) The right to bump a Member based on Seniority shall include the right to bump up.
- (4) Members shall be recalled in the order of their Seniority, provided that they are qualified to do the work.

### **14:02 No New Members**

No new Members shall be hired until those who have been laid off have been given an opportunity to be re-hired, provided that those who have been laid off have the qualifications, knowledge, skills, ability, and education to perform the work.

### **14:03 Notice of Lay-off**

- (1) The Employer shall notify Members who are to be laid off in advance in accordance with the following:
  - (a) Members with more than three (3) months of employment but less than two (2) years shall be notified one (1) week in advance of being laid off;
  - (b) Members with between two (2) and five (5) years of employment shall be notified two (2) weeks in advance of being laid off;
  - (c) Members with between five (5) and ten (10) years of employment

shall be notified four (4) weeks in advance of being laid off; and

- (d) Members with more than ten (10) years of employment shall be notified eight (8) weeks in advance of being laid off.
- (2) Failure to provide a Member notice, as outlined in Article 14:03(1), shall result in the Employer paying the Member's salary for the amount of weeks that the Member should have been provided notice, in lieu of providing actual notice.
- (3) It shall be the Members' responsibility to advise the Employer of their current address and telephone number for call back from lay-off.

#### **14:04 Seasonal Recall**

- (1) Seasonal Employees shall be recalled to their former positions on the basis of Seniority.
- (2) The Member and the Employer may agree in writing on the date of a Seasonal Employee's return to work.
- (3) In the absence of a written agreement in accordance with Article 14:04(2), Members who are subject to recall shall be notified of an expected date of return to work not less than sixty (60) days prior to the date of return to work.
- (4) Members who are notified of their date of return to work must advise the Employer of their intention to return to work in writing not less than thirty (30) days prior to their date of return to work.
- (5) If a Member does not advise the Employer of their intention to return to work in accordance with Article 14:04(4), then that Member's employment shall be terminated.

#### **14:05 Member to Notify Employer**

Members who choose to resign from their employment with the Employer but who are not retiring shall notify the Employer in writing ten (10) Working Days before their resignation.

### **ARTICLE 15 - HOURS OF WORK**

#### **15:01 Normal Hours of Work**

- (1) The normal hours of work for Regular Full-Time Employees shall be either thirty- five (35) hours per week or forty (40) hours per week, as outlined in the respective job descriptions for the Regular Full-Time positions.
- (2) The normal hours of work for Regular Part-Time Employees shall be less than thirty-five (35) hours per week, as outlined in the respective job descriptions.
- (3) Extended Term Employees may work on either a full-time or part-time basis, as outlined in the respective job descriptions.
- (4) Seasonal Employees may work on either a full-time or part-time basis, as outlined in the respective job descriptions.
- (5) The Employer and the Union may enter into hours of work arrangements which vary from the normal hours of work, if there is mutual agreement to do so. Any such agreement must be in writing and shall include:
  - (a) The specific hours of work under the agreement;
  - (b) The manner in which Overtime and other premiums and allowances shall be calculated and applied under the agreement; and
  - (c) The process for the ongoing review of the agreement by the parties.

#### **15:02 Breaks**

Members shall receive two (2) fifteen (15) - minute breaks, one (1) being in the morning and one (1) being in the afternoon. Breaks shall be allotted on a pro-rated basis for those Members who work less than the normal hours of work as described in Article 15:01(1).

#### **15:03 Overtime Breaks**

Members who are required to work Overtime, either continuous with their normal work hours or in a Call-Out, shall be entitled to a fifteen (15)-minute break with pay after two (2) hours of work, and a thirty (30)-minute lunch break with pay after four (4) hours of work.

#### **15:04 Storm Days**

- (1) Members shall be paid for days on which they are unable to get to work due to storms up to a maximum of three (3) days for Regular Full-Time Employees during a fiscal year period and pro-rated for all other Members. Should a Member require more than the three (3) allotted days, then such additional time shall be deducted from the Members' Sick Leave credits.

- (2) If there are more than three (3) storm days and a Member has no remaining Sick Leave credits, then the Member may use paid Personal or vacation days, or days without pay.
- (3) Members shall make the determination as to whether or not they are able to get to work due to a storm, and in the event that they determine they are unable, they shall be paid in accordance with Articles 15:04(1) and 15:04(2).
- (4) Members who determine that they are unable to get to work due to a storm must immediately notify the Employer.
- (5) Members scheduled to work shall be paid for days on which the Employer closes the workplace due to storms, and no time shall be deducted from their storm day allowance as described in Article 15:04(1).
- (6) The Employer shall communicate the decision to close the workplace due to storms via email. In the event that a Member does not have access to their work email at home, Members shall also be provided a phone number which they can call which shall have an updated recording to advise if the facilities are closed.
- (7) Members in the Collections Department shall report to either the Baddeck Waste Management Facility, the Dingwall Transfer Station, or the New Haven Enviro-Depot, as instructed by the Employer, on days that collection is cancelled due to unsafe road conditions, if those sites remain open. This shall be communicated through a Call-Out Tree, in which the Director shall inform the supervisor, and the supervisor shall inform the Members. The Employer shall inform the Members no later than 7:00 a.m. on such days.

#### **15:05 Changing Hours of Work**

If it becomes necessary to change the hours of work, then the Employer and the Union shall negotiate any such change(s). If the Employer and Union cannot agree on any change to the hours of work, then the Employer shall have the right to implement any such changes unilaterally.

### **ARTICLE 16 - OVERTIME**

#### **16:01 Overtime**

- (1) All time worked by Members beyond the normal work day or the normal work week, excluding Call-Outs and Standby, shall be considered Overtime. Members must be given the approval of their immediate supervisor or designate, either verbally or in writing, before working Overtime.
- (2) All Overtime shall be paid at the rate of regular time and one half (1 ½) or it shall be taken as time in lieu.

- (3) A Member can retain a maximum of ten (10) Working Days earned as time in lieu for Overtime. Should a Member accumulate the maximum of ten (10) Working Days, then they shall be paid at the rate of regular time and one half (1 ½) thereafter.
- (4) Should a Member retain any time in lieu at the rate of time and one half (1 ½) at the end of the fiscal year, then they shall be paid out, and shall begin the next fiscal year with no time in lieu retained.

#### **16:02 Call-Outs**

- (1) Members who have completed their regular day's work and who are not advised that they are required to return to work at a specific time before their next regular reporting time, and who have left the Employer's premises, and who are subsequently called back to work not continuous with, before or after their regularly-scheduled hours, shall receive a minimum of four (4) hours of pay or actual hours worked, whichever is greater.
- (2) For purposes of this Collective Agreement, Article 16:02(1) shall serve as the definition of a "Call-Out."
- (3) The placing of Call-Outs is the function and responsibility of the Employer.
- (4) A Member's refusal to accept a Call-Out, without a bona fide reason, is contrary to the intent of this clause. For the purposes of this section, examples of bona fide reasons to refuse to accept a Call-Out include, but are not limited to, illness, family emergencies, and doctor's notes.
- (5) A Member claiming wages for a Call-Out shall document the following:
  - (a) date of the Call-Out;
  - (b) time of the Call-Out;
  - (c) who placed the Call-Out;
  - (d) when the Member answered the Call-Out; and
  - (e) the work performed by the Member.
  - (f) Reason for the call out
- (6) A Call-Out shall apply once during a sixteen (16) hour period.

#### **16:03 Overtime**

- (1) Members shall be given the approval of their immediate supervisor or their

designate, either verbally or in writing, before working Overtime.

- (2) A Member's immediate supervisor or their designate may decline to approve Overtime.

**16:04 Standby**

- (1) Notwithstanding anything else in this Collective Agreement, Members shall be required to be on Standby when assigned by the Manager of Public Works or designate.
- (2) Standby refers to a Member who may be contacted by the Employer outside of their regular working hours in order to respond to work requirements as listed in Articles 16:04(6), (10), and (11).
- (3) The Employer may assign one (1) Member in the Public Works Department and one (1) Member in the Water Utility to be on Standby for one (1) week at a time. This one (1)-week period shall commence on Monday at 8:00 a.m. and end on the following Monday at 7:59 a.m.
- (4) Members may elect to be added to the Employer's "Standby List." The Employer shall assign Members on the Standby List, in accordance with subsection (1).
- (5) Members on the Standby List shall be assigned in order of Seniority.
- (6) Members on Standby shall be required to handle all calls or alarms, planned or unplanned, in the one (1)-week period, if the Members are qualified to perform the work required.
- (7) If the Members on Standby are unqualified or otherwise unable to perform the work required, then the Employer shall place a Call-Out to further Members, who are to be chosen in order of Seniority.
- (8) Members on Standby shall be expected to work their regular hours and shall be paid for such hours at their regular rate of pay.
- (9) Members on Standby shall also receive Standby pay in the amount of one hundred and seventy-five dollars (\$175.00) for the week during which they are on Standby.
- (10) Standby pay shall cover Members' responses to alarms, calls, emails, and any other electronic communications.
- (11) When a Public Works Member on Standby is required to work and perform

duties other than those identified in subsections (6) and (10), then they shall be paid a minimum of four (4) hours' pay, or their actual time worked, whichever is greater.

(12) Members scheduled for Standby shall be permitted to exchange their Standby with other Members by giving at least two (2) days' notice to the Manager of Public Works or designate.

(13) All changes to the Standby schedule shall be subject to the approval of the Manager of Public Works or designate.

## **ARTICLE 17 - TRAVEL**

### **17:01 Travel**

(1) Members who are required to travel on County-related business shall receive the approved County travel rate which the elected officials of the Municipality of the County of Victoria receive.

(2) Travel shall be paid to and from all required meetings in between Municipal buildings, provided the distance traveled is greater than five (5) kilometers.

(3) Members who are required to travel on work-related business shall not receive Overtime pay for their time spent traveling.

## **ARTICLE 18 - HOLIDAYS**

**18:01** Any Holiday proclaimed or observed by any of the Federal or Provincial Governments or by the Municipality of the County of Victoria shall be deemed a Holiday.

**18:02** The following shall be deemed to be Holidays:

New Year's Day	Labour Day
Nova Scotia Heritage Day (3 <sup>rd</sup> Monday in February)	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	½ day of Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
1 <sup>st</sup> Monday in August	½ day on New Year's Eve
National Day for Truth and Reconciliation	

**18:03** In order to qualify for time off on a Holiday, a Member must have worked their last scheduled day before and after the Holiday.

**18:04** Members on Workers' Compensation and unpaid Leaves of Absence shall not be paid for time that they do not work on Holidays.

- 18:05 (1)** If any of the Holidays listed in Article 18:02, excluding Christmas Eve and New Year's Eve, fall on a Saturday or Sunday, then the Members shall be granted the same day off as observed by employees of the Provincial Government.
- (2)** If the half-day Christmas Eve and New Year's Eve Holidays fall on a Saturday or Sunday, then Article 18:05(1) shall not apply, with the exception of those Members who normally work on Saturday.
- (3)** Members who are scheduled to work on a Holiday shall be compensated at the rate of time and one-half (1 ½) for all hours worked and another day off at a time mutually-agreed upon with the Employer.
- (4)** If a Member is called in on a Holiday on a scheduled day off, then the Member shall be compensated at the rate of time and one-half (1 ½) for all hours worked. This compensation may be provided either in money or in time in lieu. Should a Member accumulate a maximum of ten (10) Working Days as outlined in Article 16:01(3), then they shall be paid at the rate of regular time and one half (1 ½) thereafter.

## **ARTICLE 19 - VACATIONS**

### **19:01 Length of Vacations**

- (1)** Regular Full-Time Employees shall earn vacation entitlement or vacation pay in lieu of vacation entitlement as follows:
- (a)** after one (1) year of employment, Regular Full-Time Employees shall be entitled to three (3) weeks of vacation time and Regular Part-Time Employees shall be entitled to six percent (6%) of regular earnings.
- (b)** after five (5) years of employment, Regular Full-Time Employees shall be entitled to four (4) weeks of vacation time and Regular Part-Time Employees shall be entitled to eight percent (8%) of regular earnings.
- (c)** after ten (10) years of employment, Regular Full-Time Employees shall be entitled to five (5) weeks of vacation time and Regular Part-Time Employees shall be entitled to ten percent (10%) of regular earnings.
- (d)** after twenty (20) years of employment, Regular Full-Time Employees shall be entitled to six (6) weeks of vacation time and Regular Part-Time Employees shall be entitled to twelve percent (12%) of regular earnings.

- (2) Regular Part-Time Employees may accrue vacation on a pro-rated basis upon request, provided that the Members work a minimum of twenty (20) hours per week.
  - (3) Extended Term Employees and Seasonal Employees shall be entitled to vacation on a pro-rated basis. Extended Term Employees and Seasonal Employees may accrue vacation upon request, provided that the Members take their vacation at the end of their respective terms.
  - (4) Members shall be able to carry over a maximum of five (5) vacation days per year to a maximum of twenty-five (25) total vacation days, to be paid at the Members' regular rate of pay at the time that the vacation days are used.
  - (5) Vacation entitlements shall be determined by using a Member's date of hire and they shall be based on the calendar year. In a Member's anniversary year, the Member shall receive the additional week of vacation time on a pro-rated basis based on their date of hire to the end of the calendar year.
  - (6) A Member who terminated their employment or who retired:
    - (a) and has used the full year vacation entitlement before earning it shall have a vacation adjustment on their final pay; or
    - (b) if the Member has not used their earned vacation entitlement, then they shall be paid any vacation time owing at the time of termination or retirement.
- 19:02** If any paid Holiday(s) fall(s) on or is/are observed during a Member's vacation period, and the Member qualifies for that Holiday, then the Member shall be granted an additional one (1) day of vacation.
- 19:03** Members who become ill during their vacation and who have medical verification of the same shall be entitled to payment from any accumulated Sick Leave credits. The period of vacation lost shall be rescheduled at a mutually-agreed upon time with the Employer.
- 19:04** If a Member is on vacation when a death occurs in the Member's Immediate Family, as defined in Article 21:01(2), then Bereavement Leave shall take effect, as outlined in Article 21:01, and the Member's vacation shall be rescheduled at a mutually-agreed upon time with the Employer.
- 19:05** **Vacation Requests**
- (1) Vacations shall be granted on the basis of Seniority within the Department to which the Member belongs, subject to the Employer's right to schedule

vacations.

- (2) A Member's request for vacation shall be submitted in writing or electronically by March 31<sup>st</sup> of each year.
- (3) A Member's failure to submit their request for vacation by March 31<sup>st</sup> shall result in the Employer first awarding vacation to all Members with more Seniority than the Member who submitted late, and the Member who submitted late shall be subject to the scheduling constraints imposed by the vacations taken by other Members.
- (4) Vacation days must be approved by the Employer before time can be taken off work as vacation.
- (5) The Employer shall approve vacation requests by April 30<sup>th</sup> of each year.
- (6) The Employer shall not unreasonably deny vacation requests.
- (7) Once approved, vacation schedules shall remain subject to change by the Employer or at the Member's request. The Employer shall only change the Member's vacation schedule due to operational requirements and the Member must be provided notice by the Employer of such change at least one (1) month in advance. The Member shall only request a change to their vacation schedule by providing the Employer with notice at least two (2) weeks in advance.

#### **19:06 Personal Days**

- (1) Regular Full-Time Employees shall be entitled to three (3) days with pay in which they do not report for work, and which are not taken as Sick Leave, Bereavement Leave, or vacation. These days shall be referred to as Personal Days. Regular Full-Time Employees shall not accumulate Personal Days from year-to-year.
- (2) Personal Days shall be pro-rated for Regular Part-Time Employees, Extended Term Employees and Seasonal Employees in the same manner as vacation days, except that they shall not accumulate from year-to-year.

### **ARTICLE 20 - SICK LEAVE**

#### **20:01 Sick Leave Defined**

- (1) Sick Leave means the period of time a Member is permitted to be absent from work with no loss of regular earnings because of sickness or disability, or because of an accident for which Workers' Compensation is not payable.

- (2) Sick Leave only applies to sickness, disability, accident, or during periods of provincially-declared States of Emergency.
- (3) Members may use a maximum of five (5) days from their Sick Leave credits per year to be used to care for Immediate Family members who are sick, disabled, or have been in an accident. This maximum of five (5) days does not carry from one year to the next, and may only be used if the Member has sufficient Sick Leave credits.
- (4) Sick Leave is an indemnity benefit and not an acquired right. A Member who is absent from work on Sick Leave shall only be entitled to Sick Leave pay if the Member is not otherwise receiving pay for that day, and provided the Member has sufficient Sick Leave credits.
- (5) Should an accident resulting in injury be covered by Workers' Compensation, then the Employer shall abide by the rules and regulations of the Workers' Compensation Board, with "top up" to the Member's pay from their Sick Leave benefits, provided the Member has sufficient Sick Leave credits.

#### **20:02 Amount of Sick Leave**

Regular-Full Time Employees shall receive two (2) days of Sick Leave credits per month worked. Regular Part-Time Employee, Extended Term Employees, and Seasonal Employees shall receive Sick Leave credits on a pro-rated basis. Once a Member has accumulated one hundred and eighty (180) Sick Leave credits, they shall not accumulate any further.

#### **20:03 Record of Sick Leave**

- (1) A record of all unused Sick Leave credits shall be kept by the Employer.
- (2) Members shall receive an annual record of Sick Leave credits which they have used and accumulated from the Employer in January of each year.
- (3) Members shall submit Sick Leave requests electronically to the Employer as soon as they become aware of the necessity for such request.

#### **20:04 Proof of Illness**

- (1) A Member may be required by the Employer to provide a certificate from a legally-qualified health care practitioner of the Member's choice for any period of Sick Leave in excess of three (3) consecutive Working Days, to certify that the Member was unable to carry out their duties due to illness,

and to specify functional limitations, as applicable. Any costs associated with documents required by the Employer in relation to a Member's illness shall be borne by the Employer.

- (2) This certificate shall be provided to the Employer within seven (7) calendar days from the date of the Employer's request.
- (3) If a Member is unable to provide a certificate from a legally-qualified health care practitioner within seven (7) calendar days from the date of the Employer's request for the same, then the Employer may grant an extension of time to the Member provided that the Member has made a meaningful effort to obtain a certificate.
- (4) If the Employer requests an additional certificate, then the Employer shall pay the full cost of such certificate. A copy of certificates, excluding any medical information, shall be placed in the Member's personnel file.
- (5) In circumstances where the Employer has reason to believe that a Member is abusing Sick Leave or where the Employer has identified a pattern of leave due to illness on Mondays and/or Fridays, the Employer may request a medical certificate confirming the medical condition of the Member after having notified the Union identifying the perceived abuse or pattern.

#### **20:05 Medical and Dental Leave**

- (1) Members shall arrange medical and dental appointments outside of normal working hours, if possible.
- (2) Members shall request approval for time off for medical and dental appointments as far in advance as possible so that staff adjustments may be made.
- (3) If a Member takes time off for medical and dental appointments, then that time shall be deducted from the Members' accumulated Sick Leave credits.
- (4) If a Member takes time off for medical and dental appointments and does not have any remaining Sick Leave credits, then the Member may take this time off as either Personal or vacation days. Alternatively, the Member may take unpaid time off.

#### **ARTICLE 21 - BEREAVEMENT LEAVE**

##### **21:01 (1) When a death occurs in a Member's Immediate Family**

- (a) The Member shall be granted Bereavement Leave with pay for a period of five (5) consecutive Working Days.

- (b) The days allowed for in a Bereavement Leave cannot be carried over and must be taken at the time of the bereavement, except as provided for in subsection (c).
  - (c) Where the interment or memorial service is not held within the allotted days immediately following a death in the Member's Immediate Family, and in the event that there is subsequently an interment or memorial service which falls on a Working Day, then the Member shall be entitled to bank one (1) of the days referred to in subsections (a) and (b) and take that day at a later date for the purpose of attending the interment or memorial service, provided that the banked day is taken within six (6) months of the previously allotted days.
- (2) Immediate Family is defined as a spouse, son (step), daughter (step), father (step), mother (step), brother (step), sister (step), grandparent (step), grandchild (step), father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a person permanently residing in the Member's household.
  - (3) Bereavement Leave of two (2) Working Days with no loss of regular earnings shall be granted to a Member for the purpose of attending the funeral of an aunt, uncle, niece or nephew.
  - (4) Members who must travel outside of Nova Scotia to attend the interment or memorial service of any person listed in subsections (2) and (3) shall be granted an additional three (3) days of Bereavement Leave with pay

## **ARTICLE 22 - LEAVE OF ABSENCE**

### **22:01 Union Leaves**

- (1) Any Member who has been elected as a delegate of the Union shall be granted a Leave of Absence to attend not more than two (2) conventions of affiliated labour bodies annually (i.e., per calendar year), with pay and without loss of Seniority. Granting of leave is subject to operational requirements.
- (2) Paid leave for a Member referred to in subsection (1) shall be for a maximum of five (5) days per year. Any other leaves to attend to Union business shall be paid by the Employer and CUPE will reimburse the cost.
- (3) Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with the Employer. In such an event, the Member who is acting as a representative of the Union must notify their supervisor of the reason

for their temporary absence.

**22:02 C.A.O. May Grant Leave of Absence**

- (1) The C.A.O. may grant a Leave of Absence to a Member requesting the same.
- (2) Members shall request a Leave of Absence in writing to the C.A.O, and such requests shall be provided at least one (1) month in advance of the first day of such leave.
- (3) The decision to grant a Leave of Absence shall be in the sole discretion of the C.A.O.
- (4) The C.A.O. shall not unreasonably deny any request for a Leave of Absence, but shall not leave the Municipality of the County of Victoria at a disadvantage.
- (5) A Member shall not be granted more than one (1) Leave of Absence in any three (3)-year period.
- (6) The Union shall be notified by the Member within twenty-four (24) hours of any request for a Leave of Absence being presented by a Member to the C.A.O.
- (7) Any Leave of Absence granted by the C.A.O. shall not exceed six (6) months, unless otherwise agreed upon by the Employer and the Union.
- (8) Any Leave of Absence granted by the C.A.O. shall be without pay.
- (9) If a Leave of Absence is granted, then it shall be the Member's responsibility to make arrangements with the Employer, before the Member begins their leave, to pay all deductions as outlined in Article 22:06, including any deductions as outlined in Article 30.

**22:03 Pregnancy Leave**

- (1) Pregnancy Leave shall be provided consistent with Provincial legislation.
- (2) Regular Full-Time Employees and Regular Part-Time Employees who provide the Employer with proof that they have applied for, and are eligible to receive, Employment Insurance ("E.I.") benefits pursuant to the *Employment Insurance Act*, shall be paid a top-up in accordance with the provisions in this collective agreement.

- (3) A Member will not receive their regular salary while on Pregnancy Leave. However, the member may be eligible for Employment Insurance ("EI") benefits while on Pregnancy Leave. The member requesting Pregnancy Leave is responsible to make the appropriate inquiries and the application for EI. Service Canada determines the eligibility for EI. The member should advise the Employer if they intend to apply for EI Standard Parental Benefits (35 weeks with an EI benefit rate of 55%) or Extended Parental Benefits (61 weeks with an EI benefit rate of 33%)

Where a member qualifies for EI benefits while on Pregnancy Leave, the Employer pays 75% of the member's normal weekly earnings for the one week EI waiting period.

During the rest of the Pregnancy Leave, the Employer will pay:

- (a) The amount the member is entitled to receive under EI Standard Parental Benefits. For clarity, the Employer is only obligated to top up the difference between the 55% standard benefit rate and the 85% of the member's normal weekly earnings.

less any other earnings, for six (6) weeks (for a total of seven (7) weeks).

For the purpose, "normal weekly earnings" means the member's base salary and does not include any incentive bonus to which they may be otherwise entitled.

- (4) For purposes of this Pregnancy Leave allowance, a Member's weekly rate of pay shall be one-half ( $\frac{1}{2}$ ) of the bi-weekly rate of pay to which the Member is entitled for her classification on the date immediately preceding the commencement of her Pregnancy Leave. In the case of a Regular Part-Time Employee, such weekly rate of pay shall be multiplied by the fraction obtained from dividing the eligible Member's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Member's classification. For the purpose of this calculation, the hours used for a Regular Part-Time Employee shall be the actual hours paid, or the hours based on the current appointment status of the Regular Part-Time Employee, as a percentage of full-time hours, whichever is greater.
- (5) Extended Term Employees and Seasonal Employees are excluded from the pregnancy leave top-ups in Articles 22:03(3) and 22:03(4).
- (6) Where an eligible Member becomes eligible for a salary increment or pay increase during the benefit period, benefits shall be adjusted accordingly.

#### **22:04 Parental and Adoption Leave**

- (1) Parental Leave and Adoption Leave shall be provided consistent with Provincial legislation.
- (2) Regular Full-Time Employees and Regular Part-Time Employees who provide the Employer with proof that they have applied for, and are eligible to receive, E.I. benefits pursuant to the Employment Insurance Act
- (3) A Member will not receive their regular salary while on Parental/Adoption Leave. However, the member may be eligible for Employment Insurance ("EI") benefits while on Parental/Adoption Leave. The member requesting Parental/Adoption Leave is responsible to make the appropriate inquiries and the application for EI. Service Canada determines the eligibility for EI. The member should advise the Employer if they intend to apply for EI Standard Parental Benefits (35 weeks with an EI benefit rate of 55%) or Extended Parental Benefits (61 weeks with an EI benefit rate of 33%)

Where a member qualifies for EI benefits while on Parental/Adoption Leave, the Employer pays 75% of the member's normal weekly earnings for the one week EI waiting period.

During the rest of the Parental/Adoption Leave, the Employer will pay:

- (a) The amount the member is entitled to receive under EI Standard Parental Benefits. For clarity, the Employer is only obligated to top up the difference between the 55% standard benefit rate and the 85% of the member's normal weekly earnings.

less any other earnings, for eleven (11) weeks (for a possible total of twelve (12) weeks).

For the purpose, "normal weekly earnings" means the member's base salary and does not include any incentive bonus to which they may be otherwise entitled.

- (4) For purposes of this Parental Leave and Adoption Leave allowance, a Member's weekly rate of pay shall be one-half ( $\frac{1}{2}$ ) of the bi-weekly rate of pay to which the Member is entitled for the eligible Member's classification on the date immediately preceding the commencement of the eligible Member's Parental Leave or Adoption Leave. In the case of a Regular Part-Time Employee, such weekly rate of pay shall be multiplied by the fraction obtained from dividing the eligible Member's hours paid averaged over the preceding twenty-six (26) weeks by the regularly scheduled full-time hours of work for the Member's classification. For the purpose of this calculation, the hours used for a Regular Part-Time Employee shall be the actual hours paid, or the hours based on the current appointment status of the Regular

Part-Time Employee, as a percentage of full-time hours, whichever is greater.

- (5) Extended Term Employees and Seasonal Employees are excluded from the top-ups in Articles 22:04(3) and 22:04(4).
- (6) Where an eligible Member becomes eligible for a salary increment or pay increase during the benefit period, benefits shall be adjusted accordingly.

**22:05 Jury Duty**

- (1) A Leave of Absence with pay shall be given to any Member who is required to serve on a jury and such Member shall have deducted from their wages the amount equal to the amount for jury service received by the Member for such jury duty.
- (2) Members shall notify the Employer of their requirement to serve on a jury on the next business day after receipt of their jury notice.

**22:06 Members' Responsibility**

- (1) For any unpaid leave which results in a Member not receiving wages for a Pay Period, the Member shall be responsible for their portion of medical premiums or any other plan that they are enrolled in which require deductions to be made from their pay.
- (2) The Member shall make arrangements for such payments as described in Article 22:06(1) before beginning a Leave of Absence.
- (3) Members on Leaves of Absence shall be responsible for one hundred percent (100%) payment of all benefits.
- (4) A Member on Long-Term Disability shall continue to pay twenty-five percent (25%) of their medical benefits and the Employer shall pay seventy-five percent (75%) of the Member's medical benefits.
- (5) Once a two (2)-year Long-Term Disability period has elapsed, the Member on Long-Term Disability shall no longer be eligible to carry medical or dental benefits through the Employer.
- (6) Members must have mandatory benefits offered by the Employer's health benefits service provider and they shall not opt out.

## ARTICLE 23 - PAYMENT OF WAGES

- 23:01 (1) The Employer shall pay the Members' wages bi-weekly, with each two-week period referred to as a "Pay Period", with payments made on Wednesdays, in accordance with Schedule "A", attached, which shall form part of this Collective Agreement.
- (2) In each Pay Period, Members shall be provided with an itemized statement of wages, Overtime, and other supplementary pay in deductions.

## ARTICLE 24 - JOB CLASSIFICATIONS

- 24:01 (1) Existing classifications shall not be eliminated without the Employer first meeting with the Union to outline the reasons for the elimination of any classification.
- (2) (a) When a Member is assigned by their supervisor and approved by the C.A.O. to temporarily perform the duties of a higher paying position, the Member shall be paid a portion of the higher regular rate of pay, equal to eighty-five percent (85%) of the difference between the two salaries.
- (b) Upon assignment to the higher paying position, the supervisor shall notify the Member of the portion of duties that the Member is expected to perform.
- (c) When Member is assigned by their supervisor to temporarily fill any of the following positions, then the Member shall receive one hundred percent (100%) of that position's regular rate of pay: Public Works Attendant - Collections, Waste Collection Driver. The rate of pay shall apply when the Member commences the duties of the position.
- (d) When a Member is assigned by their supervisor to temporarily perform the duties of a lower paying position, the Member shall perform those duties at the Member's regular rate of pay.
- (e) When a Member accepts or bumps into a lower paying position on a permanent basis, the Member shall be paid at the regular rate of pay of the lower position.

### 24:02 Reclassification

- (1) When the duties of any classification are substantially increased by the

Employer, or where the Union alleges that a Member is incorrectly classified, and the parties are unable to agree to the reclassification or rate of pay for the job in question, such dispute may be submitted as a Grievance.

- (2) Upon settlement of the Grievance, the rate of pay shall be retroactive to the date of increase in duties or the incorrect classification date.

#### **24:03 Job Descriptions**

- (1) The Employer agrees to prepare job descriptions for all Member positions for which the Union is the Bargaining Agent. These job descriptions shall be presented to and discussed with the Union and shall become the recognized job descriptions for their respective positions unless the Union presents written objection within thirty (30) days. If such objection cannot be resolved, the same issue may be subject to the Grievance Procedure.
- (2) When the duties of any position with a job description are changed, or where the Employer and/or the Union submits that a position is incorrectly classified, the rate of pay for the position shall be subject to negotiation between the Employer and the Union. If the parties are unable to agree upon the establishment of or change to the rate of pay for the position in question, then such dispute shall be submitted to the Grievance Procedure for determination. The new rate of pay shall become retroactive to the time that the job description was changed or the date of the change in duties of the position.
- (3) The Employer and the Member confirm that all job descriptions for Members covered by this Collective Agreement have been agreed to as of the date of execution of this Collective Agreement.

#### **24:04 Suspension of License to Operate**

- (1) Members who operate vehicles in the course of their employment shall hold valid driver's licenses.
- (2) Members who operate vehicles which belong to the Employer in the course of their employment shall provide driver's abstracts to the Employer prior to beginning their driving duties. Members shall provide updated driver's abstracts to the Employer on an annual basis at the Employer's expense.
- (3) In the event that a Member suffers a suspension of a license which is required in order to perform the Member's regular work for a period of one (1) year or less and it is a first offence, the Member shall be temporarily reclassified to a position which does not require a valid driver's license.

Such reclassification shall not result in the displacement of other Members.

- (4) If a Member who is required to have a driver's license has that license suspended for more than one (1) year, the Member shall be permanently reclassified to a position that does not require a valid driver's license, if such a position is available, and if the reassignment does not result in the displacement of any other Member(s). The Member shall be paid at the rate of classification to which they have been reassigned. If there is no position to which the Member can be reassigned, the Member will be placed on a lay-off.
- (5) In the event that a Member's license is suspended, and the Member requires said license in order to perform the Member's regular work, the Member must notify their supervisor of such suspension within twenty-four (24) hours of the suspension.
- (6) Nothing in this Article 24 shall prevent the Employer from disciplining, discharging, or suspending a Member in accordance with Article 9.

#### **24:05 Return of Service Agreement**

The Employer, the Union and a Member may enter into a Return of Service Agreement in order to allow Members to obtain training to upgrade their certifications so that they might work in another classification in the bargaining unit. The agreement would require the Member to continue working for the Employer for a specified period of time after training or to repay the cost of the training.

### **ARTICLE 25 - OCCUPATIONAL HEALTH & SAFETY**

#### **25:01 Joint Occupational Health and Safety Committee**

- (1) A Joint Occupational Health and Safety Committee (hereinafter referred to as the "JOHSC") shall be established in accordance with the *Occupational Health and Safety Act*.
- (2) The JOHSC shall be comprised of an equal number of representatives of the Employer and of the Union and shall operate in accordance with the provisions of the *Occupational Health and Safety Act*.
- (3) The JOHSC shall be comprised of no more than six (6) total representatives of the Employer and no more than six (6) total representatives of the Union.
- (4) In addition to the representatives appointed to the JOHSC, the Employer

and the Union may appoint delegates to attend JOHSC meetings. Delegates shall act in the absence or unavailability of the JOHSC representatives.

- (5) The Employer shall notify the Union in writing of the names of its representatives and delegates on the JOHSC, and the Union shall notify the Employer in writing of the names of its representatives and delegates on the JOHSC.
- (6) A representative of the Employer and a representative of the Union shall alternate as Chair of the JOHSC on an annual basis.
- (7) The JOHSC shall recommend personal protective clothing and safety equipment to the Employer.

## **ARTICLE 26 - PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT**

### **26:01 Personal Protective Clothing and Equipment**

- (1) The Employer agrees to provide Members with personal protective clothing and equipment as outlined in **Schedule "B"** on an as-needed basis as determined by the Employer.
- (2) Any specialty personal protective clothing and equipment required by Members will be determined and purchased by the Employer on an as-needed basis.

### **26:02 Clothing and Boot Subsidy**

- (1) During the month of September in each calendar year, the Employer shall provide all eligible Members (as identified in **Schedule "B"**) who are employed as of September 1<sup>st</sup> of that calendar year with a protective clothing and/or boot subsidy on the following terms:
  - (a) Members who provide itemized receipts (once annually) prior to September 1<sup>st</sup> of each calendar year for the period of September 1<sup>st</sup> of the previous year to August 31<sup>st</sup> of the current year shall be reimbursed for those receipts to a maximum of four hundred and fifty dollars (\$450.00) per year;
  - (b) Members who do not provide itemized receipts prior to September 1<sup>st</sup> of each calendar year for the period of September 1<sup>st</sup> of the previous year to August 31<sup>st</sup> of the current year shall receive four hundred and fifty dollars (\$450.00) as a taxable allowance.
- (2) The clothing subsidy shall be two hundred and fifty dollars (\$250.00) per year per Member. The boot subsidy shall be two hundred dollars (\$200.00)

per year per Member.

- (3) Boots purchased in accordance with the boot subsidy in Articles 26:02(1)(a) and (b) must meet standards outlined in the Employer's personal protective clothing and equipment policy.

#### **ARTICLE 27 - EMPLOYEE ASSISTANCE PLAN**

**27:01** Without detracting from the existing rights and obligations of the parties and any other provisions of this Collective Agreement, the parties agree to cooperate in encouraging Members afflicted with substance abuse to undergo a coordinated program directed to the objective of their rehabilitation in a safe and confidential manner.

**27:02** The Employer shall provide the Members with an Employee Assistance Plan phone number.

**27:03 (1)** If a Member requires time off to undergo treatment through the Employment Assistance Plan, then that time shall be taken as Sick Leave, provided that the Member has sufficient Sick Leave credits accumulated. Should a Member not have sufficient Sick Leave credits, then they can use vacation time or personal time available to them.

- (2) A Member who has taken time off to undergo treatment through the Employment Assistance Plan shall provide documentation of their expected return date to the Employer.

#### **ARTICLE 28 - MEDICAL COVERAGE AND PENSION PLAN**

**28:01 (1) (a)** Members have the follow benefit plans available:

- Health and Dental
- Life Insurance/Dependent Life Insurance
- Critical Illness
- Long Term Disability (LTD)
- Employee and Family Assistance Plan
- Accidental Death and Dismemberment

**(b)** Participation in the health and dental plans is mandatory unless the Member provides satisfactory confirmation of cover through a spouse's plan. Participation in all other plans is mandatory.

**(c)** Eligibility in benefit plans shall be determined by the company providing the coverage.

- (d) The overall cost of the premium for the benefit plan is shared: the Employer pays seventy-five percent (75%), and the Member pays twenty-five (25%), with the stipulation that the Member pays, out of their contribution, 100% of the cost of the LTD plan. The Member percentage may increase solely to ensure that the LTD premium is paid one hundred percent (100%) by the Member.
  - (2) Eligibility for group insurance coverage shall be determined by the company providing such coverage.
  - (3) Group insurance coverage shall be paid seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Members, provided that Long- Term Disability is covered. The Member's percentage may increase solely to ensure that the Long-Term Disability premium is paid one hundred percent (100%) by the Member.
- 28:02** If a Member is not receiving wages during a Pay Period for any reason, and cannot have their share of the medical premium deducted, then it shall be the Member's responsibility to remit their portion of their medical premium to the Accounts Payable/Payroll Administrator or to the Accounts Payable/Payroll Administrator's designate in order to maintain group insurance coverage.
- 28:03** Insurance coverage shall cease upon termination of employment and if a Member is laid off or on any unpaid leave except pregnancy/parental leave or does not remit their premiums.
- 28:04** Any recommended changes to the Employer's medical or pension plan be discussed between the Employer, the Union, and the non-Union staff in order for group insurance coverage to remain equivalent or otherwise improve.
- 28:05** The Employer will continue to make a pension plan available. Eligible Members must contribute nine percent (9%) of pensionable earnings to the pension plan and the Employer will match that contribution.

## **ARTICLE 29 - RETIREMENT PENSION AND BENEFIT**

- 29:01** Members may elect to retire with three (3) months' written notice provided to the Employer.
- 29:02** On retirement, Members shall be entitled to receive a retirement payout in the equivalent dollar value of a portion of that Member's accumulated Sick Leave credits from the Employer. This payout shall be up to a maximum of fifty percent (50%) of the unused Sick Leave credits accumulated by the Member or \$500 for every year of the Member's service, whichever amount is greater.

**29:03** Members shall only be entitled to receive a retirement payout in accordance with Articles 29:02 if they are at least fifty-five (55) years old and have been employed by the Employer for at least ten (10) years at the time of retirement.

**29:04** Retirement is not dismissal, discharge, resignation, or lay-off.

## **ARTICLE 30 - MEMBER LOANS**

### **30:01 Member Loans**

- (1) Any outstanding amounts for loans which have been provided to a Member, including but not limited to the Computer Purchase Plan, and which are unpaid at the time that a Member is laid off, retires, resigns, or otherwise has their employment terminated, shall be deducted from the Member's Overtime, Sick Leave credits, vacation time, and/or regular wages, in this order, prior to the Member being paid out for their remaining time.
- (2) Member loans include the Employee Computer Purchase Plan, which plan allows Members to choose to have the Employer pay for their computers by way of pay deductions. If any amount of the Employer's contributions to an Employee's Computer Purchase Plan are outstanding at the time that a Member is laid off, retires, resigns, or otherwise has their employment terminated, then that amount shall be deducted in accordance with Article 30:01(1).
- (3) Members loans also include any assets, belonging to the Employer, which a Member has taken outside of the place of work. If a Member has possession of any such assets and does not return them at the time that the Member is laid off, retires, resigns, or otherwise has their employment terminated, then the Employer shall deduct the value of such assets in accordance with Article 30:01(1).

## **ARTICLE 31 - NO WORK STOPPAGES**

**31:01** The Union agrees that there shall be no walkout or strike as defined in the *Trade Union Act* during the term of this Collective Agreement.

**31:02** The Employer agrees that there shall be no lockout as defined in the *Trade Union Act* during the term of this Collective Agreement.

**31:03** In the event that there is to be a strike or a lockout, both parties agree to meet and agree upon essential services which are to be maintained.

## ARTICLE 32 - CONTRACTING OUT LANGUAGE

**32:01** The Employer shall not contract out work of the Bargaining Unit, if doing so would cause undue or unnecessary hardship for members of the Bargaining Unit.

**32:02** Members of the Bargaining Unit shall not be terminated, laid off, or have their hours of work reduced as a result of the Employer contracting out work.

## ARTICLE 33 - CHANGES TO COLLECTIVE AGREEMENT

**33:01** Any change(s) deemed necessary to this Collective Agreement may be made by mutual agreement between the Employer and the Union at any time during the existence of this Collective Agreement.

**33:02** This Collective Agreement shall not be changed without the mutual agreement of the Employer and the Union.

## ARTICLE 34 - TERM OF COLLECTIVE AGREEMENT

**34:01** This Collective Agreement shall be binding and shall remain in effect from April 1, 2022 to March 31, 2026.

**34:02** Notice to reopen this Collective Agreement shall be provided as stated in the *Nova Scotia Trade Union Act*.

**34:03** The following adjustments shall be made to Members' wages during the term of this Collective Agreement, as reflected in **Schedule "A"**:

Effective April 1, 2022

First, the following classifications will be adjusted as indicated here:

Attendant - \$18.85

Operator - \$19.50

Lead - \$20.25

Driver - \$21.85

OIT - \$21.00

Water Operator Level 1 - \$27.01

Water Operator Level 2 - \$27.26

Note: No Members were qualified to be moved to the Water Operator Level 2 as of conciliation date of August 24, 2023. However, when they attain the required certifications to be moved to Water Operator Level 2, they will have an increase to the rate for that classification.

Then, all classifications, including the ones above, will have a 1.5% wage increase.

Effective April 1, 2023

3.0% increase on all classifications, including the Water Operator Level 2, position referenced above.

Effective April 1, 2024

3.0% on classifications

Effective April 1, 2025

3.0% on classifications

Collective Agreement to expire on March 31, 2026

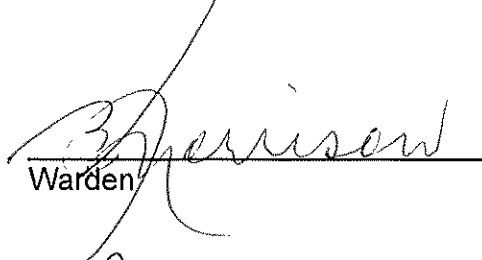
**34:04** Only Article 34:03 shall have retroactive effect. The wage adjustments in Article 34:03 are retroactive to April 1, 2022. Retroactive wage adjustments are based on actual straight salary and shall not include Overtime, Sick Leave, Call-Outs, or any other benefit whatsoever. Retroactive wages in this Article apply only to those Members who are members of the Bargaining Unit at the date of the signing of this Collective Agreement and the members of the Bargaining Unit who have retired since April 1, 2022.

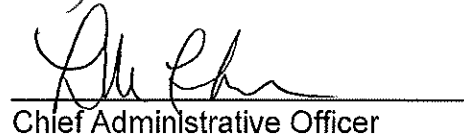
**34:05** In the event that a third-party who provides benefits to the Members on the Employer's behalf requests or recommends any change to the delivery of such benefits, the decision to approve such request or recommendation shall be made at the sole discretion of the Employer.

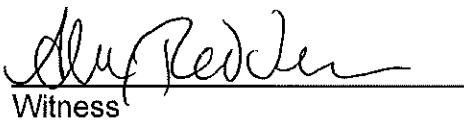
IN WITNESS WHEREOF, the duly authorized representatives of the Canadian Union of Public Employees, Local 2694, and the duly authorized representatives of the Municipality of the County of Victoria have set their hands and affixed their seals.

SIGNED this 13 day of December, 2023.

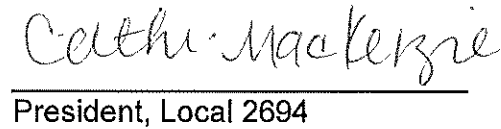
MUNICIPALITY OF THE COUNTY  
OF VICTORIA

  
Warden

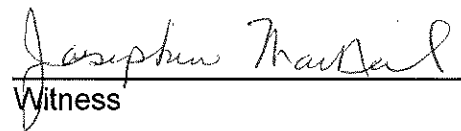
  
Chief Administrative Officer

  
Witness

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2694

  
President, Local 2694

  
Secretary, Local 2694

  
Witness

**SCHEDULE "A"**

Classification	Positions replaced by new classification	Current	April 1, 2022 (1.5%)	April 1, 2023 (3.0%)	April 1, 2024 (3.0%)	April 1, 2025 (3.0%)
		Hourly	Hourly	Hourly	Hourly	Hourly
Attendant	Public Works Attendant (Baddeck, New Haven, Dingwall, Collections, Water); Scale Attendant; Customer Service Clerk	\$18.85*	\$19.13	\$19.71	\$20.30	\$20.91
Operator	Heavy Equipment Operator (Baddeck, Dingwall); Animal Control Officer	\$19.50*	\$19.79	\$20.39	\$21.00	\$21.63
Lead	Recycling Operations Lead; Transfer Station Operations Lead	\$20.25*	\$20.55	\$21.17	\$21.81	\$22.46
Water Operator - OIT	Water Operator (OIT)	\$21.00*	\$21.32	\$21.95	\$22.61	\$23.29
Driver	Waste Collections Driver	\$21.85*	\$22.18	\$22.84	\$23.53	\$24.23
Clerk	Revenue Clerk; Public Works Clerk; Digital Communications Assistant	\$21.45	\$21.77	\$22.42	\$23.10	\$23.79
Maintenance	Maintenance Attendant	\$23.04	\$23.39	\$24.09	\$24.81	\$25.55
Foreman	Waste Collections Foreman; Recycling Operations Foreman; Transfer Station Foreman	\$25.67	\$26.06	\$26.84	\$27.64	\$28.47
Water Operator - Level 1	Water Operator (Level 1)	\$27.01*	\$27.42	\$28.24	\$29.08	\$29.96
Water Operator - Level 2	Water Operator (Level 2)	\$27.26*	\$27.67	\$28.50	\$29.35	\$30.23
Coordinator	Recreation & Active Living Coordinator; Tourism & Development Coordinator; Revenue Coordinator	\$28.89	\$29.32	\$30.20	\$31.11	\$32.04
Administrator	Public Works Technician; AP/Payroll Administrator	\$30.77	\$31.23	\$32.17	\$33.13	\$34.13
Analyst	Financial Analyst	-	-	\$35.16	\$36.21	\$37.30

\*Current wage adjusted prior to increase per Article 34:03

**SCHEDULE "B"**

Position	Personal Protective Equipment provided by Municipality							Clothing and Boot Subsidy purchased by Member	
	Vest	Safety Glasses	Hard Hat	Hearing Protection	Rain Gear	Gloves	Respirator	Boot subsidy	Clothing subsidy
Animal Control Officer	N	N	N	N	N	Y	N	Y	Y
Maintenance Attendant	Y	Y	Y	Y	Y	Y	Y	Y	Y
Public Works Clerk	Y	N	N	N	N	Y	N	Y	N
Scale Attendant	Y	N	N	Y	N	Y	N	Y	N
Public Works Technician	Y	Y	Y	Y	Y	Y	Y	Y	Y
Water Utility Operator	Y	Y	Y	Y	Y	Y	Y	Y	Y
Transfer Station Operations Foreman	Y	Y	Y	Y	Y	Y	Y	Y	Y
Transfer Station Operations Lead	Y	Y	Y	Y	Y	Y	Y	Y	Y
Recycling Operations Foreman	Y	Y	Y	Y	Y	Y	Y	Y	Y
Recycling Operations Lead	Y	Y	Y	Y	Y	Y	Y	Y	Y
PW Attendant (Baddeck, New Haven, Dingwall)	Y	Y	Y	Y	N	Y	Y	Y	Y
Heavy Equipment Operator (Baddeck, Dingwall)	Y	Y	Y	Y	Y	Y	Y	Y	Y
Collections Operations Foreman	Y	Y	Y	Y	Y	Y	Y	Y	Y
Waste Collection Driver	Y	Y	Y	Y	Y	Y	Y	Y	Y
PW Attendant - Collections	Y	Y	Y	Y	Y	Y	Y	Y	Y

