

# **COLLECTIVE AGREEMENT**

Between

The Municipality of the County of Pictou  
(hereinafter referred to as the Employer)

and

The Nova Scotia Government and General  
Employees Union  
(hereinafter referred to as the Union)

**Expiry: March 31st, 2013**

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## **PREAMBLE**

Both parties to this Agreement recognize that:

- (a) a common object of the Employer and its Employees is the rendering of the highest standard of services possible to the residents of the Municipality of the County of Pictou within the bounds of resources available;
- (b) a relationship of goodwill, respect and dignity is essential between the Employer, the Employees, and the residents of the community; and
- (c) the purpose of this Agreement is to set out the terms and conditions of employment including the hours of work, rates of pay and an amicable method of settling differences regarding the same, which may from time to time arise, negotiated by the Employer and the Union for Employees in the bargaining unit.

## **ARTICLE 1 –DEFINITIONS**

- 1.01 **"Agreement"** means the Collective Agreement between the Municipality of the County of Pictou and the Nova Scotia Government and General Employees Union.
- 1.02 **"Bargaining Unit"** means the Employees covered by the Certification Order No. 4455 issued by the Nova Scotia Labour Relations Board.
- 1.03 **"Casual Employee"** means one hired on a day-to-day as required basis, or for short term work normally performed by a Full time or part time Employee. Casual Employees will not be continuously employed in one position for more than a maximum of seventeen (17) weeks, without the consent of the Union. Casual Employees are not covered by this Agreement.
- 1.04 **"Employee"** means a person employed on a full time or part time basis in a regular position within the bargaining unit.
- 1.05 **"Full time Employee"** means one who occupies a regular position in the bargaining unit and normally works the regular hours of work established as per Article 10.
- 1.06 **"Grant-Paid Employee"** means one hired on a short-term basis and paid by a grant provided by an agency other than the Employer for job-creation purposes. The hiring of grant-paid Employees shall not result in lay-off of bargaining unit Employees. Grant-paid Employees are not covered by this Agreement.

- 1.07 “**Holiday**” means the twenty-four (24) hour period commencing at 12:01 a.m. on the day of the actual holiday as referred to in Article 13.01 of this Agreement.
- 1.08 “**Immediate Supervisor**” means the Chief Administrative Officer or designate.
- 1.09 “**Local**” means the Nova Scotia Government and General Employees Union, Local 60.
- 1.10 “**Part time Employee**” means an Employee who occupies a regular position within the bargaining unit and normally works fewer than the regular hours of work of a regular full time Employee. A part time Employee is a member of the bargaining unit.
- 1.11 “**Parties**” means the Nova Scotia Government and General Employees Union and the Municipality of the County of Pictou, the Signatories to this Agreement.
- 1.12 “**Probationary Employee**” means a person in the bargaining unit who has not completed the probationary period as described in Article 14.
- 1.13 “**Qualifications**” means the educational and technical levels required for conformance to the job requirements.
- 1.14 “**Student Employee**” means one hired to work during the student’s summer break or between-term break to assist full time, Part time, or Term Employees or to perform additional, short term work assignments. Student Employees must be registered as full time students at recognized post-secondary educational institutions. The hiring of Student Employees shall not result in lay-off of bargaining unit Employees. Student Employees are not covered by this Agreement.
- 1.15 “**Term Employee**” means a person hired for a specific purpose and period of time. A Term Employee who works in excess of 65 work weeks shall become a regular full time or part time member of the bargaining unit. Term Employees are not covered by this Agreement.
- 1.16 “**Union**” means the Nova Scotia Government and General Employees Union.
- 1.17 “**Working Day**” means any day exclusive of Saturday and Sunday or a paid holiday.
- 1.18 Throughout this Agreement the feminine includes the masculine and the plural includes the singular, and vice versa as the context may require.

## ARTICLE 2 - MANAGEMENT RIGHTS

- \*2.01 The Union recognizes and acknowledges that the management of the Municipality and direction of the working forces are fixed exclusively in the Employer and that the Employer retains all the rights and functions of management that it has by law and without limiting the generality of the foregoing, the Employer, subject to such modification or limitation as appears elsewhere in the Agreement, shall have the right to:
- i) maintain order, discipline and efficiency and, in connection therewith, make, alter and enforce, from time to time, reasonable rules and regulations, and to discipline or discharge Employees for just cause;
  - ii) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off or recall Employees, subject to the terms of this Collective Agreement.
  - iii) determine the location of operations and their expansion or curtailment; determine the methods, processes and means of operation; establish the number of Employees, the schedule of operations, and the number of shifts of work needed at any time; determine the content of jobs and the qualifications and competence required of Employees to perform their work; direct the workforce and establish work or job assignments, determine the financial policies, including general accounting procedures;
  - iv) introduce and use new and different methods and equipment;
  - v) exercise sole and exclusive jurisdiction over all operations, buildings, equipment and Employees; and
  - vi) exercise its residual management rights effectively save only insofar as they are specifically modified by this Agreement.
- 2.02 Policies, procedures, rules and regulations of the Employer which are pertinent to the bargaining unit will be made accessible to Employees in written form. When new policies, procedures, rules, or regulations are to be implemented, or amendments are made, the Employer agrees to discuss these with the Local prior to implementation, but shall retain the right to implement at its sole discretion.
- 2.03 The Employer agrees that management rights will not be exercised in a manner inconsistent with the express provisions of this Agreement. Nothing in this Article shall, however, deprive an Employee from exercising their full rights under the grievance procedure as set out in this Agreement.
- 2.04 The Employer has, does, and will continue to use the services of contractors to carry out certain of its activities. However, it is not the intention of the Employer

to contract out work for which current Employees are capable, equipped and competent, if such contracting out may result in layoff of bargaining unit Employees.

### **ARTICLE 3 –RECOGNITION**

3.01 The Employer recognizes the Union as the sole bargaining agent for all full-time and regular part time Employees as defined in Certification Order #4455 of the Labour Relations Board of Nova Scotia (attached as Appendix “B”), save and except The Chief Administrative Officer, Deputy Municipal Clerk, Deputy Municipal Treasurer, Director of Public Works, and those persons excluded by Paragraph (a) and (b) of Subsection 2 of Section 2 of the *Trade Union Act*.

- 3.02 (a) A Joint Labour-Management Committee, consisting of two (2) representatives of the Local and two (2) representatives of the Employer will continue. Upon request and by mutual agreement by both parties individuals may be invited to attend the Joint Management Committee.
- (b) The Committee shall meet on a regularly designated day every three (3) months, or on other occasions as mutually agreed. An agenda of the items to be discussed will be exchanged at least three (3) days prior to the meeting.
- (c) Committee meetings shall normally be held during working hours and Employees shall not suffer loss of wages for time spent in committee meetings.
- (d) The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including administration of this Agreement. It shall not supersede the activities of any other committee of the Union or of the Employer. It may deal with interpretations of this Agreement and consider the effects of any major changes, which may affect the bargaining unit such as technological change or planned lay-off of Employees. It shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions, but it shall not have the power to bind either party to any decisions or conclusions reached in its deliberations.
- (e) Two (2) copies of the minutes of each meeting, one for each party, shall be prepared as promptly as possible after the meeting. When the parties have agreed that the minutes are accurate, a representative of each party will sign the minutes to indicate their agreement.

- 3.03 (a) The Employer agrees to recognize a Negotiating Committee of two (2) Employees selected from different departments and one (1) Staff (NSGEU) Representative to negotiate renewal of this Agreement with the Employer. The Employer agrees to continue the wages and benefits of its Employees while engaged in direct negotiations, during time when they would otherwise have been working and the Local agrees to reimburse the Employer for the continuation of such wages and for mandatory payroll deductions. The Employer agrees to pay the costs of meeting rooms required for direct negotiations. Each party agrees to pay the expenses of its negotiating committee.
- (b) In addition to the foregoing, the Employer shall pay these 2 Employees for 2 regular shifts for the first 2 days of collective bargaining.
- 3.04 The Employer recognizes the right of the Local to appoint or otherwise select a maximum of two (2) stewards to assist Employees in the settlement of grievances. The Local shall advise the Employer in writing of the names and addresses of its stewards.
- 3.05 A steward may leave his regular duties or place of work to assist another Employee, on the Employers premises, in any of the steps of the grievance procedure, provided prior permission to do so is granted by his immediate supervisor. Permission will not unreasonably be withheld. A steward shall not suffer any loss of wages or benefits while reasonably carrying out these duties, but in no event will this include compensation for time beyond his scheduled hours of work. The steward shall report back to the immediate supervisor before resuming the normal duties of their position.
- 3.06 A representative of the Union may enter the Employer's premises during normal business hours to discuss specific matters pertaining to this Agreement with the Employer, provided they first arrange a mutually agreeable time.
- 3.07 Where an Employee, as a result of acting lawfully and without willful neglect in performance of the Employee's duties as an Employee, is prosecuted or sued by a party other than Her Majesty or a party to this Agreement, the Employer undertakes to defend the Employee, provided that the Employee shall co-operate fully with the defence provided, and further provided that if the Employee retains their own legal counsel, the Employer shall be relieved of all obligations under this Article. Nothing in this Article will prevent the Employee from having the full rights and benefits of this Agreement including the right to grieve.
- 3.08 In the event a new classification within the bargaining unit is created by the Employer during the term of this collective agreement, the Employer shall, after consultation with the Union, determine in the first instance the rate of pay, job description and other related terms applicable to the new classification, consistent at all times with this Collective Agreement. In the event the Union

disagrees with the determination of the Employer, the matter may be grieved and referred to arbitration for resolution. In the event the arbitrator determines the new provisions to be unreasonable, the arbitrator shall have jurisdiction to establish such terms and such terms shall be implemented effective the date of hire. The Arbitrator shall not have authority to alter or amend existing classifications.

#### **ARTICLE 4 - CHECKOFF OF UNION DUES**

- 4.01 Employees occupying positions within the Bargaining Unit shall be members of the Union.
- 4.02 All Employees occupying positions in the bargaining unit shall complete forms authorizing the Employer to make payroll deductions for Union dues and the Employer agrees to deduct from the pay of each such Employee, an amount specified by the Union in its Constitution, and to remit same monthly to the Secretary-Treasurer of the Union, along with a list of Employees from whom deductions have been made, not later than the fifteenth (15th) day of the month following the month the deductions were made. The provincial Secretary Treasurer of the NSGEU or designate shall provide the Employer with a certification as to any change in the deductions for Union dues.
- 4.03 The Employer shall deduct Union dues for all members of the bargaining unit commencing the first full pay period after the employee becomes a member of the bargaining unit.
- 4.04 The Employer shall advise the President of the Local of Employees being hired, terminating or resigning within thirty (30) days of the occurrence.
- 4.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 4.06 The Employer shall indicate on the Revenue Canada Taxation Form (T4) the amount of contributions under this article.

#### **ARTICLE 5 - ACCOMMODATIONS & DISTRIBUTION OF INFORMATION**

- 5.01 The Employer will provide access to bulletin board space for the posting of Union notices which shall be located so that Employees have access to them.
- 5.02 The Employer shall permit Union communications to be delivered throughout the municipal administration building using the electronic and physical delivery

systems currently available. Employees will agree to only use the electronic mail system or physically deliver messages or mail during their noon-hours, breaks, or before and after their workday begins or after their workday has ended.

- \* 5.03 (a) When an Employee becomes a member of the bargaining unit, the Employer shall introduce the Employee to his/her shop steward. The Employee shall be provided a copy of the current Collective Agreement and shall be advised of his/her job classification, employment status, wage rate and deductions for union dues.
  - (b) The Employer agrees that when a new Employee is hired, that a representative of the Union shall be permitted meet with the new Employee without loss of pay to either Employee for up to one (1) hour during working hours and preferably during the orientation process.
- 5.04 The Union shall provide the copies for its members and the Employer shall provide copies for management personnel and the Council.
- 5.05 The Employer shall, where facilities permit, make available to the Local specific locations on its premises for the placement of bulk quantities of literature of the Union.

## **ARTICLE 6 - NO DISCRIMINATION**

- 6.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee covered by this Collective Agreement by reason of race, religion, creed, colour, ethnic or national or aboriginal origin, sex, marital status, age (except as regards retirement), physical or mental disability, unless the nature and extent of the physical or mental disability reasonably precludes performance of a particular employment or activity, family status, source of income, sexual orientation, political affiliation or activity or by reason of membership or activity in the Union, or by reason of any other trait covered by the Nova Scotia Human Rights Act with respect to discrimination in employment.
- 6.02 The Employer shall make reasonable accommodation for Employees to ensure they are not discriminated against pursuant to this Article and the Union shall cooperate with such reasonable accommodation.

## **ARTICLE 7 - SAFETY & HEALTH**

- 7.01 The Employer agrees to make reasonable provisions for the safety and health of the Employees in accordance with the *Occupational Health and Safety Act* of the province of Nova Scotia.

- 7.02 Both the Employer and the Union recognize the positive obligation on all Employees, and the Employer to ensure full compliance with the provisions of the *Occupational Health & Safety Act*. All Employees are expected to be familiar with the right to refuse work as set out in the Act. Subject to an Employee exercising a legitimate refusal to work under the terms and conditions of the Occupational Health & Safety Act, no Employee shall refuse to perform an assigned duty or task simply because such Employee considers that the terms of this Collective Agreement have been violated. In any such instance the Employee shall perform the task and grieve later.
- 7.03 All Employees will be covered by Workers' Compensation. Every Employee will be responsible for reporting any injuries or accidents to the Supervisor as soon as circumstances will permit, and in any event within one working day following the incident, unless the Employee is medically incapable of doing so.
- 7.04 The Employer agrees to the establishment of a single Joint Health and Safety Committee comprised of equal representation of the Local and the Employer.
- 7.05 The Employer shall provide an area, equipped with a first-aid kit, for the use of Employees taken ill during working hours.
- 7.06 The Employer shall provide upon request a smock, gloves or other protective clothing which will be located near reproductive equipment and may be used by any Employee.
- 7.07 (a) Upon proof of purchase and use, every Employee who is required to use safety footwear shall be provided a yearly allowance as follows:
- on or after April 1, 2006, \$125.00
  - on or after April 1, 2007, \$140.00
  - on or after April 1, 2008, \$155.00
- for reimbursement costs towards purchase of a pair of approved safety footwear for the Employee.
- (b) The Employer shall provide rubber boots, rain suits, coveralls, hard hats and leather gloves on an as needed basis to Employees.
- (c) Hearing protection, eye protection and latex disposal gloves will be provided as required
- (d) The Employer will either stock or make arrangements for the availability of such items to be approved by the Director of Public Works. The Employer will make available a list of approved items. Any exceptions as a result of supply, sizing or other such reasons shall require prior approval of the Employer.

- (e) Each Employee shall be responsible for the cost of replacing any such safety equipment due to loss or abuse.
- (f) Hard hats will be worn at all times while on job sites. All safety equipment must be worn and used in accordance with Department of Labour and Environment Safety Regulations as well as Municipal Guidelines.
- (g) Any Employee whose duties as a member of the Safety Committee requires such Employee to attend at a work site that requires safety boots, but who otherwise would not qualify for the boot allowance, shall be provided the aforescribed boot allowance once every three (3) calendar years, commencing April 1, 2006.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 Grievance is any dispute or difference arising out of the interpretation, application, or administration of this Agreement or any allegation that this Agreement has been violated, or any question as to whether a matter is arbitrable. Both parties recognize the benefit of solving differences or disputes as quickly as possible.
- 8.02 To process a grievance, an Employee must be represented by the Union or have the written approval of the Union. An Employee Relations Officer of NSGEU shall be a permitted signatory to any grievance, provided that the grievor has verbally authorized such Employee Relations Officer to sign the grievance on behalf of the grievor.
- 8.03 The procedure for handling a grievance is as follows:

### **Informal Complaint Resolution:**

The Employee may discuss the matter complained of with the Employee's supervisor within ten (10) days of the time the Employee became aware of the circumstances giving rise to the grievance. The Employee may have a Steward present. The supervisor shall render a decision within five (5) days of discussing the matter with the Employee.

### **Step 1**

The grievance shall be submitted to the Employee's immediate supervisor in writing on an approved grievance form stating the Employee's name, job classification, department, general nature of the grievance, section(s) of the Agreement in question, and settlement requested, and bearing the signatures of the aggrieved Employee and a

Steward. If the reply of the Supervisor at the informal complaint resolution stage is not acceptable to the Employee, or such informal process was not followed within the timelines specified, then the grievance shall be forwarded to the immediate supervisor for a Step 1 review within either ten (10) days of the event giving rise to the difference or dispute, or within five (5) days of the Supervisor's reply or deemed reply to the informal complaint resolution stage, whichever event occurs last.

Within ten (10) days of receipt to such formal grievance, the Supervisor or designate shall reply in writing. If the Employer considers a meeting with the Grievor and Steward would be appropriate, the Employer shall have an additional five (5) days before being required to reply in writing.

## **Step 2**

If the reply at Step 1 is not satisfactory, the grievance may be forwarded within a further ten (10) days to the Chief Administrative Officer who will, within ten (10) days, arrange a meeting with the representatives of the Union to discuss the grievance. A maximum of the Grievor, one Steward and a Staff (NSGEU) Representative may be present at the meeting of the Union. The Chief Administrative Officer will reply within ten (10) days following the meeting.

## **Step 3**

If the reply at Step 2 is not satisfactory, the Union may, within ten (10) days, give written notice that the grievance be submitted to the Executive Committee of the Municipality. The Executive Committee will convene a meeting with the grievor, Steward, and a Staff (NSGEU) Representative within ten (10) days to discuss the grievance. The Chairman will reply in writing within ten (10) days following the meeting. If the reply is not satisfactory, the Union may, within twenty (20) additional days, give notice of its intention to refer the grievance to Arbitration provided elsewhere in this Agreement.

8.04 Time limits may be extended by mutual agreement in writing between the parties.

Should there be no agreement to extend and, if the Union fails to comply with the time limits stipulated, the grievance shall be considered abandoned and the Employer may refuse to further entertain a grievance on the matter in dispute. Similarly, should there be no agreement to extend and the Employer fail to comply with the time limits stipulated, the grievor will be at liberty to proceed, within the required time limits, to the next step. In addition, any step of the grievance procedure may be omitted by the mutual consent of both parties.

8.05 Any settlement of a grievance under this procedure shall be final and binding upon the Employer, the Union and the grievor.

8.06 Grievances involving discharge, suspension or health and safety issues may bypass Step 1 of the Grievance process.

8.07 Cases of sexual harassment shall be considered as discrimination and a matter for grievance and arbitration. Such grievances may be filed by the aggrieved Employee and the Union at Step Three of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

8.08 Policy Grievance:

Where either party disputes the general application or interpretation of this Agreement, the dispute may be discussed with the Employer or the Union, as the case may be. Where no satisfactory agreement is reached, the dispute may be resolved pursuant to the grievance and arbitration procedure. This section shall not apply in cases of individual grievances.

8.09 For purposes of this article, “days” shall exclude any Saturday, Sunday, or Statutory Holiday recognized by this agreement.

8.10 Where both the Union and the Employer consider it in the mutual interests of the parties to do so, the parties may refer any unresolved grievance to the mediation services of the Nova Scotia Department of Environment and Labour. Any mediated resolution shall require the consent of both parties. The timelines described in the grievance and arbitration procedure shall remain unless both parties agree otherwise in writing.

8.11 Any step of the grievance procedure may be omitted by the mutual consent of both parties.

## **ARTICLE 9 –ARBITRATION**

9.01 If the grievance procedure fails to resolve a grievable dispute between the parties and one or other of the parties has referred the matter in dispute to arbitration within twenty (20) days of the reply at Step 3 of the grievance procedure, the following arbitration procedure shall apply.

9.02 The Union and the Employer shall consult and select an Arbitrator within ten (10) days of receipt of notice of arbitration by either party from the other. Should the parties be unable to agree on the selection of an Arbitrator, a request will forthwith be made by either party to the Minister of Labour for the Province of Nova Scotia to appoint an Arbitrator.

9.03 (a) After an Arbitrator is chosen, unless both parties agree otherwise, the Arbitrator shall convene a hearing within 45 days to hear evidence and argument from both parties with respect to the matter in dispute. The Arbitrator shall render a final and binding decision to the parties within thirty (30) days of completion of evidence and argument.

- (b) Waiving of timelines for the Arbitrator shall require consent of both parties and no party shall unilaterally advise the Minister or the Arbitrator of a willingness to waive that is not supported by the other party. Both the Minister and any proposed Arbitrator shall be advised of such mandatory timelines before the assignment is accepted by the Arbitrator.
- 9.04 The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be amended without consent of both parties. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make decisions contrary to the provisions of this Agreement. Whenever the incident causing the grievance includes a loss of earnings or loss of benefits, the arbitrator is empowered to order that such loss or part of such loss shall be reimbursed or restored to the Employee(s).
- 9.05 Each party shall share equally in the costs, expenses and fees of the Arbitrator.
- 9.06 For purposes of this article, "days" shall exclude any Saturday, Sunday, or Statutory Holiday recognized by this Agreement.

## **ARTICLE 10 - HOURS of WORK and WAGES**

- 10.01 The normal work week for a regular full time Employee shall be thirty-five (35) hours per week divided into five (5) days from Monday to Friday, inclusive with regular work hours scheduled between the hours of 8:00 a.m. and 4:30 p.m., exclusive of meal breaks.
- 10.02 The regular full time hours of work are exclusive of a sixty (60) minute unpaid lunch break of at, or near, the mid-point of the day. Lunch breaks shall be staggered so that operational coverage is maintained as required by the Employer. An Employee may, with prior permission of his supervisor, reduce his lunch break to thirty (30) minutes and alter his start/stop time accordingly.
- 10.03 (a) Employees working a regular seven (7) hour day shall be entitled to a fifteen (15) minute rest period with pay during the first half of the day and a fifteen (15) minute rest period with pay during the second half of the day. These rest periods shall be scheduled at a time agreed to by the Supervisor. All rest periods shall be staggered so as to minimize operational disruption.
- (b) All members of the bargaining unit who work less than a regular seven (7) hour day but more than four (4) consecutive hours shall be entitled to a 15 minute rest period with pay, at a time to be agreed upon in advance by the Employer. Such rest periods shall be staggered so as to minimize operational disruption.

- 10.04 The Employer shall determine individual work schedules. Except where operational requirements do not permit, the Employer will give an affected Employee notice of an intended change of working hours not less than seven (7) calendar days in advance of implementation.
- 10.05 The Employer shall, where the Employer determines that operational requirements and efficiency of service permit, authorize a flexible working hours schedule. The Employer agrees that the determination shall not be made in an unreasonable manner.
- 10.06 Any Employee who is required by the Employer to work through the lunch period may receive the equivalent time off at the end of the day.
- 10.07 Nothing in this Agreement shall be construed as a minimum guarantee of hours of work.
- 10.08 In the event the Municipal Administration Building is temporarily closed for reasons of health, security or safety, Employees may be relocated to another place of work or, if necessary, laid off. If lay off occurs it shall be in accordance with Article 18.
- 10.09 The Municipal Office is not normally closed due to inclement weather, but if the Employer determines that closure is necessary, Employees will be advised as promptly as possible. Employees shall not lose wages because of such closure.
- \*10.10 In the event of adverse weather, including winter storms, Employees are expected to make every reasonable effort to come to work, except if the Employer elects to close the Municipal Office. Employees shall not lose wages if they report for work within four (4) hours of their normal starting time.
- \*10.11 Employees shall be paid wages as per Appendix "A", in accordance with the following rates and adjustments:
- (a) Effective November 1, 2009, all members of the bargaining unit shall receive a 2.5% increase
  - (b) Effective April 1, 2010, all members of the bargaining unit shall receive a 3.0% increase.
  - (c) Effective April 1, 2011, all members of the bargaining unit shall receive a 3.0% increase.
  - (d) Effective April 1, 2012, all members of the bargaining unit shall receive a 2.75% increase or CPI increase, whichever is greater.

(e) In addition thereto, each member of the bargaining unit shall be provided a signing bonus of \$200.00 following signing of this Agreement.

10.12 Regular part time Employees shall have all benefits contained in this Agreement prorated according to the number of hours per day and days per year worked, unless otherwise specifically noted in this Agreement.

## **ARTICLE 11 –OVERTIME AND ASSIGNMENT OF WORK**

11.01 Overtime shall be worked on a voluntary basis and be preauthorized. All hours which Employees are requested by the Employer to work beyond the normal workday, the normal workweek, or on a holiday shall be considered as overtime.

Overtime rates shall apply for the work as follows:

- i) On a regular work day - time and one-half (1½) for all hours worked beyond the normal shift.
- ii) On a scheduled day off - time and one-half (1½) for all hours worked.

iii) On a Holiday -

(a) double time (2X) for all hours worked, and

(b) an alternate day off with pay in lieu of the holiday at a mutually acceptable time prior to the end of the second calendar month immediately following the month in which the holiday fell, or pay if not taken within the two (2) months.

\*11.02 Overtime compensation shall be in the form of pay or time off in lieu at the discretion of the Employer. When an Employee has requested to be paid they shall be paid along with regular wages for the pay period ending 8:30 a.m. and recorded by 9:00 a.m. Monday in which the overtime occurred. If the holiday falls on a Monday, it will be moved to 9:00 a.m. Tuesday. Employees may also request to bank overtime to be taken at a time that is mutually agreeable between the Employee and the Employer. This bank will be capped at twenty-two and one-half (22.5) hours. At any time once the cap has been reached, all overtime will be paid out until such time it falls below the cap.

11.03 Overtime shall first be offered to the Employee who normally does the work that requires the overtime. Except in emergencies, overtime shall be worked on a voluntary basis and be pre-authorized.

11.04 An Employee who is required to work a minimum of two (2) hours overtime following his scheduled hours of work, and where it is not practical for him to enjoy his usual meal time before commencing such work, shall be granted

reasonable time with pay, as determined by the Employer, in order that he may take a meal break, as per Article 20.02. Under such conditions he shall be reimbursed his expenses for one (1) meal.

- 11.05 Subject to operational requirements, the Employer shall make every reasonable effort to give Employees who are required to work overtime notice of this requirement when this requirement becomes evident to the immediate supervisor.
- \*11.06 An Employee who is called back to work and who reports for work shall be compensated, for a minimum of four (4) hours at a straight time rate for the period worked, or the applicable overtime rate, whichever is greater. The minimum guarantee of four (4) hours' pay at the straight time rate shall apply only once during each eight (8) consecutive hours for any Employee who is called back. An Employee required to attend an evening meeting of Council for purposes of taking minutes shall receive call back pay.
- \*11.07 Employees who are required by the Employer to standby for possible duty shall receive standby pay of one dollar and thirty cents (\$1.30) per hour for the period during which the Employee is requested to standby.
- 11.08 An Employee who agrees to stand by for possible duty shall be available during the period of standby at a known telephone number and shall be able to report for duty as quickly as possible if called.
- 11.09 No compensation shall be granted for the total period of standby if the Employee is unable to report for duty when required.
- 11.10 During temporary absences, the Employer may assign the duties of an absent Employee to one or more of the other Employees, without additional compensation being paid. For any such assignment in excess of twenty-one (21) working days, other than vacation coverage, the Employee shall receive acting pay, if assuming all the duties of a higher classification.

**ARTICLE 12 –VACATIONS**

- \*12.01 Regular full time Employees are entitled to vacation with pay according to their length of service on their anniversary date of hire as follows:

According to their Length of Service on their Anniversary date	Vacation Entitlement
One (1) year, but less than five (5) years	Fifteen (15) days

Five (5) years, but less than fifteen (15) years	Twenty (20) days
Fifteen (15) years, but less than twenty-five (25) years	Twenty-five (25) days
Twenty-five (25) years or more	Thirty (30) days

- 12.02 Vacation entitlement is earned proportionate to time worked. Regular full time and part time Employees are entitled to paid vacation according to their length of service, with pay prorated according to time worked.
- 12.03 Vacation entitlement is earned for time worked and shall be pro-rated and reduced accordingly for any period when an Employee is on unpaid leave of absence, sick leave, maternity leave, adoption leave, parental leave or Workers' Compensation in excess of 21 working days.
- 12.04 (a) The Employer shall post a list of Employee vacation entitlements during the first week of February each year. Employees may indicate on the list their preferred vacation dates. Vacations will be scheduled on the basis of seniority.
- The list shall be removed by March 15th and after careful scrutiny and in some cases, consultation with affected Employees, the Employer will post a final schedule by April 15. Once posted, no changes shall be made unless by mutual consent of the Employer and the Union.
- (b) Regular part time Employees shall not schedule vacation leave between April 1st and August 15th of any calendar year, except with the consent of the Employer, where operational circumstances permit.
- 12.05 Vacations may be taken in daily or weekly increments. Employees must request their vacation time off in advance and obtain the approval of their supervisor before proceeding on vacation. Vacation taken in half-day increments will be permitted subject to the approval of the Supervisor if it does not hamper the operation of the job function.
- 12.06 (a) An Employee may, upon written request, and with the consent of the Employer, carry over not more than five (5) vacation days to the following year.
- (b) In addition to (a) above, subject to operational requirements and the consent of the Employer, an Employee may carry forward an additional allocation of five (5) days to be used in the immediately following calendar year for a special vacation claim in excess of two consecutive weeks.

12.07 An Employee shall not lose vacation pay if the Employee is prevented by the Employer from being able to take earned vacation time off each year. Unused vacation will be paid out to Employees in their first pay period in April following the year in which the days were not scheduled.

12.08 The Employer will make every reasonable effort not to recall an Employee to duty after the Employee has proceeded on vacation leave.

12.09 If an Employee is recalled after having commenced vacation leave, the Employee shall be reimbursed according to the expense policies of the

Employer for reasonable expenses incurred in returning to work from the place from which the Employee was recalled and returning to the place from which the Employee was recalled, if such return occurs immediately upon completion of the assignment for which the Employee was recalled. The Employee may, with the approval of the Employer, either extend the vacation period or reschedule at a later, mutually convenient date.

12.10 Where it can be established by an Employee to the satisfaction of the Employer that an injury or illness has occurred prior to the start of the Employee's vacation, which will interfere significantly with the vacation, sick leave may be substituted for some, or all, of the scheduled vacation period and the vacation days may be rescheduled. The Employer may require a report from a qualified medical practitioner to substantiate the claim for substitution.

12.11 An Employee whose employment with the Employer ceases shall be paid for any outstanding vacation time owing at the time of separation.

## **ARTICLE 13 - STATUTORY HOLIDAYS**

13.01 The following shall be paid holidays for all full time Employees:

New Years' Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
The 1 <sup>st</sup> Monday in August	
Christmas Eve Afternoon (1/2 day) December 24th	
New Year's Eve Afternoon (1/2 day) December 31st	

It is understood by both parties that Christmas Eve afternoon (1/2 day December 24th) and New Year's Eve afternoon (1/2 day December 31st) will only be given to employees if these days fall on a working day. Employees who are expected to remain at work or (are called back to work) on either the

afternoon of December 24th or the 31st will be given another half (1/2) day off at a mutually agreeable time. Employees who work after their regular hours of work will be entitled to claim overtime in accordance with Article 11. Any other day, or part of a day, proclaimed as a holiday by the federal or provincial government or by the Employer.

- 13.02 To be eligible for holiday pay an Employee must have received or been entitled to receive pay for at least fifteen (15) worked days during the thirty (30) calendar days preceding the holiday and has worked, or been absent with acceptable reason, on his scheduled working day immediately preceding and immediately following the holiday.
- 13.03 When a paid holiday coincides with an Employee's scheduled day off, the Employer shall grant an alternate day off with pay on the working day immediately preceding or following the holiday.
- 13.04 Where a paid holiday for which an Employee is eligible falls within a period of paid leave, the Employee will be paid for the holiday and it shall not be considered as a day of the paid leave.

#### **ARTICLE 14 –SENIORITY**

- 14.01 Seniority is defined as the length of continuous service with the Employer from the last date of hire.
- 14.02 The Employer shall maintain a seniority list showing the most recent date upon which the Employee's current service with the Employer commenced. Where two or more Employees share the same length of seniority, the tie shall be broken by a toss of the coin or other agreed method of resolution between the Employer and the Union. Any affected employees shall be entitled to observe such method of resolution.
- 14.03 (a) The parties agree that the purpose of the probationary period is to provide the Employer with the opportunity to assess the probationary Employee's long term suitability for ongoing employment. A probationary Employee shall be obliged to pay membership dues to the Union during any probationary period.  
  
(b) Upon request from the probationary Employee, the Employer shall provide a preliminary performance evaluation prior to completion of the probationary period. Prior to any termination without cause, the Employer shall provide the probationary Employee with notice of such intended action, the reasons therefore and the opportunity for the probationary Employee to reply to such intended action, following which the Employer shall be at liberty to make its decision.

- (c) Probation shall commence when an Employee becomes a member of the bargaining unit. All such Employees shall have a probationary period of nine hundred ten (910) worked hours. During the probationary period, an Employee shall have no seniority rights.
- (d) Notwithstanding the foregoing, a new member of the bargaining unit who has qualified after working outside the bargaining unit in excess of sixty-five (65) work weeks as described in Article 1.15 may, at the discretion of the Employer, have the probationary period waived partially or in whole, for the work already performed, if the classification and responsibilities of the Employee are a continuation of the work previously performed.
- (e) At the conclusion of the probationary period, an Employee's seniority shall be calculated retroactively from the date of becoming a member of the bargaining unit.

14.04 An Employee shall lose seniority if the Employee:

- (a) resigns; or
- (b) is discharged for cause and not reinstated through the grievance procedure; or
- (c) fails to return to work within five (5) working days after recall notice is given to the Employee personally or by mail to the last address on file with the Employer. It shall be a condition of possible future recall that all Employees keep the Employer informed of their current mailing address and telephone number; or
- (d) fails to return to work within three (3) working days from an approved leave of absence, on the day set out when the leave was approved; or
- (e) retires from work; or
- (f) is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer; or
- (g) is laid off longer than twelve (12) months.

## **ARTICLE 15 - TIME OFF for UNION BUSINESS**

15.01 Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to Employees for Union business:

- (a) as members of the Board of Directors of the Union for the attendance at Board meetings;
  - (b) as members of the Bargaining Unit negotiating Committees of the Union for the attendance at Committee Meetings;
  - (c) as delegates to attend NSGEU conventions and conventions of the Union's affiliated bodies included, the National Union of Provincial and General Employees (NUPGE), the Canadian Labour Congress (CLC), and the Nova Scotia Federation of Labour;
  - (d) as members of standing Committees of the Union for the attendance at meetings of standing Committees;
  - (e) as members of the Executive to attend Executive Meetings of the Nova Scotia Government and General Employees Union and the Nova Scotia Federation of Labour;
  - (f) for such other Union business as may be authorized by the Union.
- 15.02 Except at the sole discretion of the Employer, only one Employee at a time shall be off on leave for union business, except that two Employees may have leave for Collective Agreement negotiations and for the biennial NSGEU convention.
- 15.03 The Employer will continue to pay the regular wages of an Employee who is granted leave without pay for Union business and will be reimbursed by the Union for the amount of the pay continuation plus mandatory Employer payroll contributions.
- 15.04 Employees who are released from their duties to attend a grievance meeting with the Employer on the Employer's premises shall continue to receive their regular wages for the time of the meeting, but shall not be paid for hours in excess of the Employee's normal work day.
- 15.05 While on leave for Union business pursuant to Article 15.01, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of their leave, and their service and seniority shall be deemed to be continuous.
- 15.06 Leave of absence for the full time President of the Union shall be granted in accordance with the Memorandum of Agreement #1 between the parties, which shall form part of this Agreement.

## **ARTICLE 16 - DISCHARGE, SUSPENSION and DISCIPLINE**

- 16.01 The right to discipline, demote, suspend or discharge Employees for cause rests with the Employer. A progressive system of discipline will be used, where appropriate, including verbal advice, progressing, if necessary, through written warnings, suspensions and finally discharge. Where circumstances warrant, steps within the progressive scale may be bypassed.
- 16.02 (a) Unless the right is waived by the Employee, a steward shall be present whenever an Employee is given an official reprimand or is interviewed as part of a formal investigation. The Employee shall be informed of the reason for the meeting at its beginning. If a steward is not present, the Employee will be given time to get a steward to attend the meeting.
- (b) Notwithstanding the foregoing, if the steward is not available in an emergency situation, the Employer will permit the Employee an opportunity to contact an Employee Relations Officer prior to meeting. If neither steward nor Employee Relations Officer are readily available, the employee will be given the opportunity to have another member of the bargaining unit present at the meeting.
- 16.03 When a formal review of an Employee's performance is made, the Employee concerned shall be given an opportunity to discuss, sign and make written comments on the review form in question and the Employee is to receive a signed copy to indicate that its contents have been read.
- 16.04 (a) The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any document from the file of an Employee, which was not brought to the attention of the Employee at or about the time of filing.
- (b) Notice of a disciplinary action which may have been placed on the personnel file of an Employee may not be used in disciplinary action against an Employee after two (2) years have elapsed since the disciplinary action was taken, provided that:
- i. No further disciplinary action has been recorded during this period; or
- ii. In the event of a serious disciplinary infraction, including harassment, discrimination or sexual related misconduct, five (5) years has elapsed since such disciplinary action was imposed.
- 16.05 (a) The Employer shall be responsible for keeping all personnel files of Employees confidential and only accessible to authorized representatives

of the Employer. An Employee may make an appointment to review his/her personnel file during normal office hours in the Employer's office, under the scrutiny of a representative of the Employer.

- (b) The Employee shall be entitled to make a copy of any information contained in the personnel file. The Employee shall have the right to reply in writing to any document placed in their personnel file and such reply shall become a part of the Employee's record. Information obtained by an Employee in this manner shall not be sufficient and justifiable notification of a letter of warning or criticism.

16.06 The Employer, with the written authorization of the Employee, will copy and forward the Employee's personnel file to the Union, within five (5) days of the Union's request.

## **ARTICLE 17 - PROMOTIONS and STAFF CHANGES**

- 17.01 (a) When the Employer decides to fill a vacancy within the bargaining unit that is reasonably expected by the Employer to last longer than two months, the Employer agrees to post notice of the position for not less than five (5) working days on a bulletin Board accessible to members of the bargaining unit. The notice shall be posted within ten (10) days of the decision to fill the position. The notice shall include information providing the classification, nature of the position, qualifications required, anticipated hours of work, rate of pay and such other information as the Employer deems appropriate. During the time of posting interested Employees may make application for the position. Nothing appearing in a job posting shall be deemed to be a guarantee of job conditions. Concurrent with the internal posting, the Employer may publicly advertise the vacant position.
- (b) In the event such vacancy extends beyond 60 working days, the Employer agrees to consult with the Union with respect to available, non-confidential information on expected return date.
- (c) The Employer shall be at liberty to exercise its discretion in filling a temporary vacancy expected to last two months or less.
- 17.02 In filling a vacancy, selection shall be made upon the objective criteria of experience, ability, and qualifications. The Employer shall select the most qualified candidate, with qualified internal candidates being given preference over external candidates. When experience, ability, and qualifications are relatively equal between or amongst the most qualified internal applicants, seniority within the bargaining unit shall prevail.

- 17.03 In the event of a transfer or promotion, the Employer shall have the right to place the successful applicant in the position on a trial period for three (3) months and by mutual agreement between the Employer and the Union can extend the trial period for a further three (3) months. Conditional upon satisfactory service, such trial transfer or promotion shall become permanent. In the event the Employer or the Employee conclude that the successful Employee is unable or unwilling to adequately perform the duties of the new position during the trial period, such Employee shall be returned to her/his former position without loss of seniority.
- 17.04 Within seven (7) working days of the date of appointment to a vacant position as described in 17.01 (a), the name of the successful applicant shall be posted on the appropriate bulletin board.

#### **ARTICLE 18 - LAY-OFF and RECALL**

- 18.01 In the event of lay-off, Employees shall be laid off in reverse order of seniority, provided that the Employees being retained have the necessary skill and ability to do the work required. Employees shall be recalled in the order of their seniority, provided the Employees have the necessary skill and ability to do the work required. No new Employees will be hired to regular full time or part time positions within the bargaining unit until all qualified regular full time or part time Employees on lay-off have been given the opportunity of recall.
- 18.02 Employees who have acquired seniority shall be eligible for up to twelve (12) months of recall. If a layoff lasts for more than twelve (12) consecutive months, the Employee shall be terminated.
- 18.03 Upon receipt of a notice of layoff an Employee may:
- (a) within 48 hours exercise his right to displace an Employee with least seniority in the bargaining unit, provided the Employee exercising this right is qualified and able to immediately assume the duties of the position. The displaced Employee shall immediately be notified of his layoff. Provided however that a regular part time Employee performing seasonal work shall only be entitled to bump other regular part time Employees performing seasonal work.
  - (b) accept layoff and be entitled to recall in accordance with this Article; or
  - (c) resign his position.
- 18.04 Where Employees are to be laid off, the Employer will advise and consult with the Local as soon as reasonably possible after the change appears probable,

with a view to minimizing the adverse effects of the decision to lay off Employees.

- 18.05 An Employee who was on lay-off and is placed in a term position by the Employer shall retain status as a member of the bargaining unit with respect to seniority and right of recall, shall retain benefits under this Agreement as a member of the bargaining unit, but otherwise shall be paid at the rate normally paid for such term position.
- 18.06 Subject to consideration of ability, experience and qualifications, an Employee on layoff shall be recalled to work in order of seniority to any vacant position in the bargaining unit for which the Employee is qualified and immediately able to assume the duties.
- 18.07 The Employer shall give notice of recall by personal notice, registered mail, or other confirmed means, to the Employee's last recorded address. Employees are responsible for keeping the Employer informed of their current address and telephone numbers.
- 18.08 An Employee entitled to recall shall return to the services of the Employer within two (2) weeks of notice of recall, unless on reasonable grounds they are unable to do so. An Employee who has been given notice of recall may refuse to exercise such right without prejudicing the right to any future recall, except in the case of a recall notice of at least two weeks to the Employee's same position within classification, in which event they will be struck from the recall list. However, an Employee's refusal to accept recall to the classification from which she was laid off, will not result in loss of recall rights if the recall is for occasional work or for short-term employment, if the Employee has obtained gainful employment elsewhere.
- 18.09 No new Employee shall be hired, nor casual Employee used, unless all Employees on the recall list who are qualified and able to perform the work required have had an opportunity to be recalled.
- 18.10 The acceptance of casual work by laid off employees shall not in any way alter or affect the Employees' employment status, and the terms and conditions of the Collective Agreement applicable to their status shall continue to apply. During such periods of casual work, the Employees shall remain on the recall list.
- 18.11 The Employer shall give Employees ten (10) working days written notice, or pay in lieu of notice, in the case of layoff or termination, except for cases involving disciplinary action with just cause.
- 18.12 An Employee who wishes to resign shall give the Employer ten (10) working days written notice.

## **ARTICLE 19 –SICK LEAVE AND LEAVE OF ABSENCE**

### **19.01 Personal Leave:**

- (a) An Employee who has worked for at least three years for the Employer may be granted unpaid leave of absence for good and sufficient cause. Leave shall be requested in writing and shall not normally exceed one year.
- (b) During such leave, entitlement to group insurance and medical care benefits may continue, subject to the terms and conditions of the applicable plan, and provided the Employee continues to pay the Employee's share of the premiums.

Benefits, including vacation and sick leave, shall not accumulate after an unpaid leave in excess of 21 working days.

### **19.02 Leave for Family Illness, Appointments and Emergencies:**

Employees may use up to a total of five (5) days per year from their sick leave days for:

- (a) The illness of a spouse, child, stepchild, ward, parent, or a family member who resides with the Employee.
- (b) Personal medical and dental appointments. Employees shall make every effort to schedule these outside normal working hours. If this is not possible, appointments shall be made at the beginning or end of the work day and the Employee shall consult with the supervisor, providing as much notice as possible. The Supervisor will accommodate an Employee requiring a medical appointment of an urgent or emergency nature.
- (c) An emergency condition that requires an Employee's personal attention and cannot be serviced by others or attended to by the Employee when off duty.

### **19.03 Training Programs and Educational Leave:**

The Employer agrees that it is to the mutual benefit of the Employer and Employee to encourage upgrading of skill sets in the workplace that are beneficial to the Employer's operations.

The Employer agrees to pay the Employee authorized leave of absence at regular rate of pay while attending seminars, workshops, or other such educational leave approved by the Employer. The following conditions will apply:

- (a) The Employee will receive her regular daily rate of pay, without overtime or call out.
- (b) The Employer will pay the actual cost of the course, seminar and/or educational functions and related materials, provided the Employee attends for the full duration of the course or seminar and attains a passing grade and/or certificate of completion if such is awarded for successful completion.
- (c) The Employer will reimburse the Employee for mileage(if outside the County), and for meals at the rates described in this Agreement, and for other expenses approved in advance by the Chief Administrative Officer or designate. For courses, seminars, etc. that are held within the County, the Employee shall use the Employer's vehicle to attend the courses if she normally drives such vehicle.
- (d) The Employer will maintain coverage for medical, extended health, group life and any other Employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of such paid leave. The Employee shall continue to pay the Employee's portion of the premium cost.
- (e) An Employee who wishes to take a course or seminar which is not deemed by the Employer to be work-related may request a leave of absence without pay. If authorized by the Employer, the Employee shall be responsible for all costs and expenses associated with the course or seminar.
- (f) The Employee on such leave shall continue to accrue full service and seniority, which shall be deemed to be continuous.
- (g) The Employer agrees to return the Employee on such leave to his/her former position. Provided however, that if the position is eliminated or declared redundant while such Employee is on leave, the Employee shall be entitled to exercise layoff and recall rights in the normal course.

**\*19.04 Sick Leave:**

- (a) Sick leave with pay is granted against accumulated credits during periods that an Employee is absent from work due to illness or injury.
- (b) Full time Employees shall accumulate sick leave at the rate of one and one quarter (1  $\frac{1}{4}$ ) days sick leave for each full month of employment up to a maximum of ninety (90) days. On April 1<sup>st</sup>, 2010 all Employees shall receive an additional fifteen (15) days of paid sick leave which will be

added to their individual bank over and above the fifteen (15) days for the new fiscal year or thirty (30) in total. These thirty (30) days will be added to the unused days remaining from the 2009 fiscal year. On April 1, 2011 the accumulation rate will increase from one quarter (1 ¼ ) days sick leave to one and one-half (1 ½ ) days sick leave for each full month of employment . When an Employee's sick leave credits have been exhausted, the Employee will not be paid for time lost due to illness.

- (c) Part time Employees shall accumulate sick leave at the rate of seven hours for every one hundred and forty (140) hours worked to a maximum of six hundred thirty (630) hours (ninety (90) days). On April 1, 2011 the accumulation rate will increase from seven (7) hours for every one hundred and forty (140) hours worked to eight (8) hours for every one hundred and forty (140) hours worked.
- (d) Sick leave benefits shall only be paid for excused absences and for times when the Employee would otherwise normally be scheduled to work. In all cases of illness or injury, an Employee must notify her supervisor, or designate, as soon as possible, but at least one hour before the commencement of the shift to be missed by the Employee. An Employee who fails to call in sick within such deadline may not receive sick benefits for such shift, unless the Employer is reasonably satisfied there was legitimate reason for such delay or lack of notice.
- (e) Sick leave benefits are only for use as described in this Agreement. Unused sick leave days may not be carried forward beyond the end of the current fiscal year.
- (f) Except where the Employer suspects there may be a misuse of sick leave credits and has provided the Employee with advance notice of the requirement to provide a certificate, the Employer shall not require production of a medical certificate unless the Employee has been absent or is expected to be absent for more than three (3) consecutive days. If a certificate is not produced as requested, the Employee shall be considered to have been absent without permission and shall not be paid for the time lost from work. Such signed medical certificate shall describe limitations or barriers preventing the Employee's return to work, if available. Where the Employer reasonably suspects there may be a misuse of sick leave, and is not satisfied with the medical certificate provided by the Employee, the Employer shall be entitled to require the Employee to be examined in a timely manner by an independent medical practitioner selected by the Employer. The cost of obtaining such independent medical opinion shall be at the Employer's time and expense.
- (g) An Employee is entitled to be informed, upon request, of the balance of their sick leave with pay credits.

- (h) A wellness bonus shall be paid according to the following schedule during the first full pay period following March 31 of each year:

\$200 if one day or less of sick leave was taken in the 12 months ended March 31;

\$100 if less than 3 days of sick leave were taken in the 12 months ended March 31;

\$50 if less than 5 days of sick leave were taken in the 12 months ended March 31.

#### 19.05 Injury on Duty:

- (a) An Employee who is injured on duty shall immediately report or cause to have reported any injury sustained in the performance of her duties to her immediate supervisor in such manner or on such form as the Employer may from time to time prescribe.
- (b) Where an Employee is unable to work as a result of an injury on duty and where permitted by the *Workers' Compensation Act* the Employer shall:
  - (i) pay to the Employee her full wages on the day of the injury;
  - (ii) pay a top-up supplement to the maximum permitted under the Act (i.e. the maximum which can be paid without reducing the amount paid by the Workers' Compensation Board). When this supplement is being paid, the Employer shall deduct from the Employee's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an Employee's sick leave credits are exhausted, the top-up shall terminate and the Employee shall be paid only any qualifying Workers' Compensation benefits.
  - (iii) continue to pay the Employer's portion of the group medical, dental, and life insurance benefit premiums during the period the Employee is receiving Worker's Compensation benefits, where the plans permit and provided the Employee continues to pay the Employee's portion of such benefits. The absent Employee will provide the Employer with postdated cheques by the 15th of each month to cover the Employees' cost of the benefits for the ensuing month during her absence.

- (iv) pay the Employer's portion of the pension plan contributions, provided the Employee continues to pay the Employee's portion of these benefits. The absent Employee will provide the Employer with post-dated cheques by the 15th of each month to cover the Employee's cost of her pension contribution (based on the pre-disability income rate) for the ensuing month during her absence.

19.06 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging Employees afflicted with alcoholism or drug dependency to undergo a co-ordinated program directed to the objective of their rehabilitation.

19.07 Court Leave:

- (a) Leave of absence without loss of regular pay or seniority benefits shall be given to an Employee who would normally have been scheduled and have been available for work, other than one on leave of absence without pay, or under suspension, who is required:
  - (i) to serve on a jury; or
  - (ii) by subpoena or summons, to attend as a witness;
    - ii.i) in or under the authority of a court or tribunal; or
    - ii.ii) before an arbitrator or a person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it; or
    - ii.iii) by the Employer to appear as a witness in a legal proceeding, in which case the time involved shall be considered as time worked.

Provided that the foregoing shall not apply where the Employee is a party to any such lawsuit or charges or where the matter involves attendance pursuant to an arbitration or lawsuit under this Agreement.

- (b) The Employer will continue the Employee's regular pay during the period of absence required by the court on those days the Employee would have normally been scheduled and available to work, provided the Employee remits the amount of his Court pay to the Employer. The Employee shall retain any Court reimbursement for expenses. Whenever practical, Employees are expected to report for work before and after jury service within their normal hours of work.

## 19.08 Bereavement Leave

- (a) Bereavement leave shall be granted to an Employee in the event of a death in her immediate or extended family, to enable her to attend services and to other matters related to the death. An Employee shall be paid for the time the Employee would have normally been scheduled to work during the period of the leave.
- (b) An Employee shall be granted paid bereavement leave from work for up to five (5) consecutive calendar days, beginning on the day following the death, for the death of a spouse (including a common-law or same-sex spouse), child, stepchild, ward, grandchild, parent, grandparent, parent-in-law, brother or sister.
- (c) An Employee shall be granted paid bereavement leave for up to three (3) consecutive calendar days, beginning on the day following the death, in the event of death of a brother-in-law or sister-in-law, son-in law, or daughter-in-law of the Employee; grandparent of the Employee's spouse; guardian or relative permanently residing with the Employee, or with whom the Employee permanently resides.
- (d) An Employee shall be granted paid bereavement leave from work for one (1) calendar day to attend services following the death of an Employee's aunt, uncle, niece or nephew.
- (e) When a death of a former or fellow Employee or a close friend occurs and appropriate notice is given, an Employee shall be granted time off from work with pay to attend the funeral.
- (f) In addition to the leaves provided for in (b) and (c) above, up to an additional two (2) calendar days of paid bereavement leave may be granted if the funeral is outside Nova Scotia and the Employee attends.
- (g) In the event of a death for which bereavement leave is provided under this Article and, if the Employee has scheduled vacation days during the bereavement period, bereavement leave shall be substituted for the scheduled vacation days and the vacation shall be extended or rescheduled by mutual agreement between the Employer and the Employee.
- (h) The Employer may grant additional bereavement leave with or without pay as the Employer in its absolute discretion deems appropriate, without reference to precedent or past practice.

#### 19.09 Maternity Leave

- (a) The Employer will provide maternity leave according to current Employment Insurance (EI) Regulations and Labour Standards Regulations for the Province of Nova Scotia.
- (b) Where reasonable grounds exist to make such inquiry, the Employer may require medical certification of the Employee's ability to work prior to such leave of absence and also may require further medical certification at the conclusion of the period of the leave of absence that the Employee is physically able to resume normal duties upon return.
- (c) Each Employee shall notify her respective supervisor no later than the commencement of the fourth (4th) month of pregnancy as to when the anticipated leave of absence will commence.
- (d) Seniority shall continue to accrue during the maternity leave, but there shall be no accrual of or compensation for holidays, vacation or sick time occurring during the leave.
- (e) An Employee on maternity leave who participates in the Employer's Group Life Insurance Plan and/or Medical Plan may continue to be covered under these plans while on maternity leave, provided the Employee pays the Employee's portion of the premiums each month while on leave.
- (f) An Employee commencing maternity or adoption leave shall continue to receive regular rate of pay for the first three days of maternity leave, without encroachment on sick leave.

#### 19.10 Parental Leave

The Employer will grant parental leave as per the Employment Insurance and Labour Standards Regulations. Except for Article 19.09(f) above, the same conditions shall apply as covered under the Maternity Leave section above.

#### 19.11 Adoption Leave

The Employer will grant adoption leave as per the Employment Insurance and Labour Standards Regulations. The same conditions shall apply as covered under the Maternity Leave section above.

## ARTICLE 20 - TRAVEL AND MEALS

- 20.01 (a) Employees who are authorized by the Employer to operate vehicles owned or leased by the Employer must have a valid driver's license and be insurable with the Employer's insurer. The Employer will provide insurance, maintenance and operating costs for such vehicles.
- (b) Any Employee who operates an Employer owned/leased motor vehicle is obligated to advise the Employer of any incident involving a motor vehicle which might reasonably be thought to place the Employee or the Employer at risk of being charged under either the *Nova Scotia Motor Vehicle Act* or any other provincial counterpart, or the Criminal Code of Canada. Failure to report an accident involving an Employer vehicle, or which occurred during working hours, shall render an Employee subject to disciplinary action. Any Employee who normally drives an Employer owned/leased vehicle, who is convicted of an offence under the Criminal Code of Canada relating to the operation of a motor vehicle, shall immediately inform the Employer of the charge.
- 20.02 During the term of this Agreement expenses authorized by the Chief Administrative Officer or designate, incurred by Employees on the business of the Employer, shall be reimbursed by the Employer as follows:
- (a) A mileage allowance at the rate approved by the Municipality for members of County Council shall be paid to Employees who, with authorization, use the Employee's personal vehicle(s) in the course of carrying out authorized travel. Provided however that such rate shall not drop below 40 cents per kilometer during the term of this Agreement.
- (b) A meal allowance to each employee while on authorized work related matters, including travel outside the County of Pictou, and including a supper allowance where an employee works overtime in excess of nine (9) consecutive hours. Meal allowances shall be capped as follows:
- Breakfast \$10.00  
Lunch \$15.00  
Supper \$25.00
- 20.03 An Employee who is required to work a minimum of two (2) hours overtime immediately following her scheduled hours of work, and where it is not practical for her to enjoy her usual meal time before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, in order that she may take a meal break.

20.04 Employees are entitled to use a personal vehicle to attend approved training course(s) and will be entitled to claim mileage at the applicable rate. No hours outside their regular hours will be paid for traveling to or from the training course(s).

20.05 Professional Association Membership:

The Employer agrees to pay fees for memberships in professional associations and employment related associations which are required by the Employer of its Employees, or are recognized by the Employer as desirable. Employees who are authorized by the Employer to hold office or attend meetings of such associations or organizations shall be reimbursed for related expenses in accordance with Article 20.02 above. Employees will not be paid for hours outside their regular scheduled hours.

\*20.06 The Employer shall contribute up to two hundred (\$200.00) per Employee per year, upon submission of a receipt for a physical fitness program or equipment.

## **ARTICLE 21 - BENEFIT PLANS**

- 21.01 (a) The Employer and the Union agree that the Employer shall continue to be responsible for the negotiation and administration of the Group Health, Life Insurance, and Long Term Disability coverage provided by third party carriers. Any changes that will increase the cost of the premium to the Employees of this bargaining unit, or will decrease their existing benefits, shall be mutually agreed by the Employer and the Union prior to implementation. In the event of a proposed rate or coverage change from the carrier, the parties shall meet to decide what directions should be provided to the carrier. If the Employer wishes to make changes that do not increase cost or reduce coverage to members of the bargaining unit, mutual agreement is not required. The Employer shall contribute 75% and individual employees shall contribute 25% of premium costs per member for Group Health and Life Insurance coverage.
- (b) Employees shall be responsible for 100% of the premium costs for Long Term Disability coverage.
- (c) The Employer provides no representations as to the extent, terms or applicability of such third party coverage, including amendments made from time to time.
- (d) The Union shall, upon request, be entitled to all reasonable information and opportunity for input with respect to such benefits, to the extent that such information is in the possession of the Employer.

- \*21.02 The Employer and the Union agree that the Employer shall continue to be responsible for the negotiation of the current Pension Plan, participation in which is mandatory for all regular full time and part time Employees who have successfully completed probationary service. Any change in the administrator of the Pension Plan shall require the consent of both parties. The Employer shall contribute one (1%) percent more than any individual Employee and the individual Employee shall contribute either five (5%) percent or six (6%) percent at their sole discretion of the Employee's gross annual wages. The Employer provides no representations as to the extent, terms or applicability of third party coverage. The Union shall, upon request, be entitled to all reasonable information and opportunity for input with respect to such Pension Plan terms and conditions, to the extent that such information is in the possession of the Employer.
- 21.03 Employees who are on layoff, paid or unpaid leave of absence in excess of twenty-one (21) work days (excluding only paid sick leave) will make all necessary arrangements for the pre-payment of benefits such as group health, life insurance, weekly indemnity, long term disability and pension which are in force at the time the leave is taken. The absent Employee will provide the Employer with post - dated cheques by the 15th of each month to cover the Employee's cost of the benefits during her absence.
- 21.04 Reviews of or changes to the plans shall be the subject of discussion by the Joint Union-Management Committee.
- 21.05 An Employee who retires because of age or mental or physical incapacity shall be granted a Long Service Award equal to one hundred dollars (\$100.00) for each year of full -time service. Service for this purpose shall be calculated on the length of equivalent full time service to the Employer to a maximum of twenty-six (26) years' service.
- 21.06 Notwithstanding any other provisions for pro-rating of benefits for part time Employees described in this Agreement, each part time Employee shall be entitled to normal coverage for Group Health and Life Insurance coverage. Both Weekly Indemnity and Long Term Disability insurance shall be prorated in the normal course.

## **ARTICLE 22 - TECHNOLOGICAL CHANGE**

- 22.01 For the purposes of this Article, "technological change" means the introduction of equipment or material by the Employer into its operations, which is likely to affect the job security of Employees.

22.02 The Employer agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on Employees and services to the public.

### **ARTICLE 23 - CLASSIFICATION AND RECLASSIFICATION**

23.01 The Employer agrees to provide position descriptions for job classifications in the bargaining unit.

23.02 If the Employer establishes a new classification within the bargaining unit, or if the duties and responsibilities of an existing classification are substantially altered, the rate of pay is subject to negotiation between the parties. On failure to agree, the rate may be determined through arbitration.

### **ARTICLE 24 - FUTURE LEGISLATION**

24.01 In the event that any statute passed by the Legislature renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

24.02 In the event any provision in this Agreement conflicts with any laws of the Province of Nova Scotia, either party may request that the affected provision of this Agreement may be reopened to negotiations to deal with such change, provided any such re-opener shall not affect the term of this Agreement.

### **ARTICLE 25 - NO STRIKE OR LOCKOUT**

25.01 The Union agrees that during the term of this Agreement there shall be no strikes, slow downs, work to rule, illegal picketing, or any other form of unlawful interference with the operations of the Employer by the Employees and or the Union. The Employer agrees that there shall be no lockout of the members of the bargaining unit during the term of this Agreement.

### **ARTICLE 26 - TERM OF AGREEMENT**

26.01 (a) This Agreement is in effect from the date of signing to and including March 31, 2013, except that negotiated adjustments in wages shall be effective November 1, 2009.

(b) On or after April 1, 2012, either party to this Agreement may request the other party to negotiate a new Agreement, or to agree to an amendment to this Agreement, by giving notice of such intention.

This Collective Agreement signed this 3rd day of February, 2010 in Pictou, Nova Scotia.

For the Municipality  
of the County of Pictou:

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Brian Cullen,  
Chief Administrative Officer

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Ronald Baillie  
Warden

For the Nova Scotia Government  
and General Employees Union,  
Local 60:

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Mike McKenzie  
President, Local 60

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James A. Fulton  
Vice President, Local 60

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Arthur F. Beaver  
Servicing Coordinator,  
Civil Service/Trade

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Joan Jessome,  
President, NSGEU

**APPENDIX "A" - WAGE RATES**

<b>Name</b>	<b>Present</b>	<b>Present Hourly</b>	<b>Nov 1, 09</b>	<b>Hourly</b>	<b>April 1, 10</b>	<b>Hourly</b>	<b>April 1, 11</b>	<b>Hourly</b>	<b>April 1, 13</b>	<b>Hourly</b>
Stenographer	\$34,600.10	\$19.01	\$35,465.10	\$19.49	\$36,529.06	\$20.07	\$37,624.93	\$20.67	\$38,659.61	\$21.24
Jr. Office Clerk	\$33,247.08	\$18.27	\$34,078.26	\$18.72	\$35,100.60	\$19.29	\$36,153.62	\$19.86	\$37,147.85	\$20.41
Bookkeeper/ Steno	\$37,382.87	\$20.54	\$38,317.44	\$21.05	\$39,466.97	\$21.69	\$40,650.97	\$22.34	\$41,768.88	\$22.95
Account/Payroll Clerk	\$37,382.87	\$20.54	\$38,317.44	\$21.05	\$39,466.97	\$21.69	\$40,650.97	\$22.34	\$41,768.88	\$22.95
Tax/Coll. Officer/Steno	\$37,424.36	\$20.56	\$38,359.97	\$21.08	\$39,510.77	\$21.71	\$40,696.09	\$22.36	\$41,815.23	\$22.98
Public Works Labourer	\$36,757.91	\$20.20	\$37,676.86	\$20.70	\$38,807.16	\$21.32	\$39,971.38	\$21.96	\$41,070.59	\$22.57
Public Works Assistant	\$43,788.23	\$24.06	\$44,882.94	\$24.66	\$46,229.42	\$25.40	\$47,616.31	\$26.16	\$48,925.75	\$26.88
Recreation Coordinator	\$46,921.94	\$25.78	\$48,094.99	\$26.43	\$49,537.84	\$27.22	\$51,023.97	\$28.04	\$52,427.13	\$28.81
Building Inspector	\$51,087.90	\$28.07	\$52,365.10	\$28.77	\$53,936.05	\$29.64	\$55,554.13	\$30.52	\$57,081.87	\$31.36
Bylaw/Dog Control	\$42,047.21	\$23.10	\$43,098.39	\$23.68	\$44,391.34	\$24.39	\$45,723.08	\$25.12	\$46,980.47	\$25.81
EMT	\$39,305.07	\$21.60	\$40,287.70	\$22.14	\$41,496.33	\$22.80	\$42,741.22	\$23.48	\$43,916.60	\$24.13
GIS	\$45,147.41	\$24.81	\$46,276.10	\$25.43	\$47,664.38	\$26.19	\$49,094.31	\$26.97	\$50,444.40	\$27.72
Assistant Building Inspector	\$40,430.01	\$22.21	\$41,440.76	\$22.77	\$42,683.98	\$23.45	\$43,964.50	\$24.16	\$45,173.53	\$24.82
Acct'g Clerk/Cashier	\$37,382.87	\$20.54	\$38,317.44	\$21.05	\$39,466.97	\$21.69	\$40,650.97	\$22.34	\$41,768.88	\$22.95

APPENDIX "B" - CERTIFICATION ORDER DATED MARCH 7, 1997



L.R.B. No. 4455  
(Sec. 23)

LABOUR RELATIONS BOARD  
NOVA SCOTIA

IN THE MATTER of the Trade Union Act of Nova Scotia, and

IN THE MATTER of Nova Scotia Government Employees Union  
100 Eileen Stubbs Ave  
Dartmouth, Nova Scotia  
B3B 1Y6

Applicant

-and-

Municipality of County of Pictou  
28 Willow Street,  
Pictou, Nova Scotia  
B0K 1H0

Respondent

APPLICATION having been made to the Labour Relations Board (Nova Scotia) on October 31, 1996, for Certification of the Applicant as Bargaining Agent pursuant to the Trade Union Act;

AND the Board having conducted a vote on November 7, 1996, in accordance with Section 25(1) of the Trade Union Act;

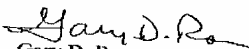
AND the Application having been contested by the Respondent, but no Hearing held;

AND the Board having been satisfied that forty percent or more of the employees in an appropriate Bargaining Unit are members in good standing of the Applicant in accordance with Section 23(1) of the Trade Union Act and with Regulation 10 governing procedure of the Board;

AND the Board having been satisfied that the majority of those employees in the Unit determined by the Board to be appropriate, cast ballots in favour of the Applicant Trade Union;

THEREFORE the Labour Relations Board (Nova Scotia) does hereby certify the Nova Scotia Government Employees Union, Dartmouth, Nova Scotia, as the Bargaining Agent for a Bargaining Unit consisting of all full-time and regular part-time administrative, office and clerical employees of the Municipality of County of Pictou, Pictou, Nova Scotia, but excluding the Chief Administrative Officer, Deputy Municipal Clerk, Deputy Municipal Treasurer, Director of Public Works, Director of Municipal Social Services and those persons excluded by Paragraphs (a) and (b) of Subsection (2) of Section 2 of the Trade Union Act.

MADE BY THE LABOUR RELATIONS BOARD (NOVA SCOTIA) ON THIS SEVENTH (7th) DAY OF MARCH, 1997, AND SIGNED ON ITS BEHALF BY THE CHIEF EXECUTIVE OFFICER.

  
Gary D. Ross  
Chief Executive Officer

**MEMORANDUM OF AGREEMENT #1**  
**LEAVE FOR FULL TIME PROVINCIAL PRESIDENT OF THE UNION**

Between: The Municipality of the County of Pictou

and: The NSGEU, Local 60

1. An Employee who declares an intention to offer for the position of Provincial President of the Union shall notify the Employer as soon as possible after the declaration. At least four (4) weeks notice shall be given.
2. An Employee elected or appointed as President of the Union shall be given leave of absence without pay for the term they are to serve, to a maximum of two (2) years. A leave for a second consecutive term shall be granted where operational requirements permit. The leave of absence shall commence on July 1 and end on June 30.
3. Notwithstanding paragraph 2 above, the gross salary of the President shall be determined by the Union and paid by the Employer. The amount of this gross salary shall be reimbursed to the Employer by the NSGEU.
4. All benefits of the Employee shall continue to be in effect while the Employee is serving as President and, for such limited purposes only, the Employee shall be deemed to be in the employ of the Employer.
5. The Union shall reimburse the Employer the Employer's share of E. I. Premiums, CPP contributions and any other benefit contributions made on behalf of the Employee by the Employer.
6. Notwithstanding paragraph 2 above, or any other provision of the Collective Agreement to the contrary, the period of leave shall be deemed to be continuous service and employment with the Employer for all purposes.
7. Vacation earned but not taken at the commencement of leave shall be carried over to be taken in the fiscal year in which the Employee returns from the leave. The Employee will not earn vacation while on the leave.
8. On expiration of the leave, the Employee shall be returned to the position held immediately before beginning the leave, or in a position mutually agreed by the Employer and Employee, at a salary level commensurate with the position previously held.

9. This memorandum shall form part of the existing Collective Agreement.

This Agreement signed this 3rd day of February, 2010 in Pictou, Nova Scotia.

For the Municipality  
of the County of Pictou:

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Ronald Baillie, Warden

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Brian Cullen  
Chief Administrative Officer

For the Nova Scotia Government  
and General Employees Union,  
Local 60:

---

Mike McKenzie  
President, Local 60

---

James Fulton  
Vice President, Local 60

---

Art Beaver  
Servicing Coordinator,  
Civil Service/Trade

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Joan Jessome  
President

**\*LETTER OF UNDERSTANDING #1**

**Committee to Review Converting From a  
Defined Contribution Pension Plan  
to a  
Defined Benefit Pension Plan**

The parties agree that within ninety (90) days of the signing of this Collective Agreement to establish a Committee to review in detail all the pros and cons of converting from the existing Defined Contribution Pension Plan to a Defined Benefit Pension Plan.

The Employer agrees to pay any cost associated with completing this task including, but not limited to, any time off with pay for one (1) employee to sit on this committee, professional services, expenses etc.

The Committee shall consist of no more than three (3) representatives from each the Union and the Employer. The Union's representatives may consist of either or both the Employee Relations Officer and the Pensions and Benefit Officer of the NSGEU. The Committee shall be co-chaired and shall meet as required, however, not less than bi-monthly unless agreed otherwise by the co-chairs.

The Committee shall complete their work and report back to the parties with options no less than six (6) months prior to the expiration of the current collective agreement.

This Letter of Understanding signed this 3rd day of February, 2010 in Pictou, Nova Scotia.

For the Municipality  
of the County of Pictou:

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Brian Cullen,  
Chief Administrative Officer

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Ronald Baillie  
Warden

For the Nova Scotia Government  
and General Employees Union,  
Local 60:

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Mike McKenzie  
President, Local 60

---

James A. Fulton  
Vice President, Local 60

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Arthur F. Beaver  
Servicing Coordinator,  
Civil Service/Trade

---

Joan Jessome,  
President, NSGEU