

COLLECTIVE AGREEMENT

Between

The Municipality of the County of Richmond
(hereinafter referred to as the “Employer”)

and

The Nova Scotia Government & General Employees
Union
(hereinafter referred to as the “Union”)

Expires: March 31, 2025

Municipality of the County of Richmond - NSGEU

Tentative Agreement

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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 Richmond within the bounds of resources available;
- (b) A relationship of goodwill, respect and dignity is essential between the Employer, the Employees, Council 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 Richmond and the Nova Scotia Government & General Employees Union.
- 1.02 **"Bargaining Unit"** means the Employees covered by the Certification Order LB-1928 issued by the Nova Scotia Labour Board on July 14, 2021.
- 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 ten (10) 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 10.01.
- 1.06 **"Grant-Paid Employee"** means a person hired on a short-term basis and paid, fully or partially, 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 loss of regular hours of work or lay-off of Bargaining Unit Employees. Grant-paid Employees are not covered by this Agreement.

The Employer shall notify the Union when a Grant-Paid Employee is hired.

- 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 Director or designate.
- 1.09 **“Local”** means the Nova Scotia Government & General Employees Union, Local 161.
- 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 & General Employees Union and the Municipality of the County of Richmond, 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, abilities, skills, and experience required for conformance to the job requirements.
- 1.14 **“Temporary Employee”** means an Employee hired to work during the summer months (May 1 to October 15) to assist employees or to perform additional, short term work assignments. The hiring of Temporary Employees shall not result in loss of regular hours of work or lay-off of Bargaining Unit Employees. Temporary Employees are not covered by this Agreement.
- 1.15 **“Term Employee”** means a person hired for a specific purpose and period of time. The terms and conditions of employment for Term Employees are covered by the Employer’s Full-Time Term Employment Policy and, therefore, Term Employees are not covered by this Collective Agreement.

A Term Employee who works in excess of two consecutive years shall become a regular Full-time or Part-time Employee in the Bargaining Unit.

- 1.16 **“Seasonal Employee”** means an Employee who has a regular period of layoff each year.

Seasonal Employees are not covered by the following provisions of this Agreement:

Article 12 – Vacation – with the exception of Article 12.05

Article 30 – Volunteer Leave

- 1.17 **“Union”** means the Nova Scotia Government & General Employees Union.
- 1.18 **“Working Day”** means any day exclusive of Saturday and Sunday or a paid holiday.
- 1.19 Regardless of the gender terms used in this Collective Agreement, it shall be read as including the masculine, feminine and gender-neutral pronouns and terms. Throughout this Agreement, the plural includes the singular and vice-versa as the context requires.

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:
- (a) 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;
 - (b) Select, hire, transfer, assign to shifts, promote, demote, classify, lay-off or recall Employees, subject to the terms of this Collective Agreement.
 - (c) 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;
 - (d) Introduce and use new and different methods and equipment;
 - (e) Exercise sole and exclusive jurisdiction over all operations, buildings, equipment and Employees; and
 - (f) 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 Employees as defined in Certification Order LB-1928 of the Nova Scotia Labour Board (attached as Appendix “B”), save and except The Chief Administrative Officer, Municipal Clerk, Chief Financial Officer, Director of Public Works, Recreation Manager 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 shall be established. 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. Unless agreed by the Parties prior to the start of the meeting, the meeting will not be longer than two (2) hours.
- (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. The Committee shall not discuss any grievances which are proceeding through the Grievance Procedure in Article 8 or have been referred to Arbitration in Article 9.

- (e) Two (2) copies of the minutes of each meeting, one for each Party, shall be prepared by the Employer 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. Copies of the approved minutes will be provided to Employees and to the Employee Relations Officer at NSGEU by the Employee Chair.
- 3.03 The Employer agrees to recognize a Negotiating Committee of two (2) Employees plus staff (NSGEU) representative(s) to negotiate renewal of this Agreement with the Employer. The Employer shall pay these two (2) Employees for two (2) regular shifts for the first two (2) days of collective bargaining. After the first two (2) days of collective bargaining, 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 Union agrees to reimburse the Employer for the continuation of such wages and for mandatory payroll deductions and Employer contributions to Benefit Plans. Each Party agrees to pay the expenses of its negotiating committee.
- 3.04 The Employer recognizes the right of the Local to appoint or otherwise select a maximum of three (3) stewards to assist Employees. The Local shall advise the Employer in writing of the names of its stewards. The Employer will not be required to recognize any steward until it has been advised in writing of the names of the stewards.
- 3.05 A steward may leave their regular duties or place of work to assist another Employee, on the Employer's premises, in any of the steps of the grievance procedure, provided prior permission to do so is granted by their 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 their scheduled hours of work. The steward shall report back to their 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 the rate of pay, job description and other related terms applicable to the new classification, consistent at all times with this Collective Agreement.

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 (a) Within sixty (60) days of signing the Collective Agreement, the Employer will provide the Union the names, classifications, positions, employment status, pay rates and the last known home address of all Employees who are covered by this Agreement.
- (b) The Employer shall provide the Union on a quarterly-basis, any changes to the information specified in Article 4.04(a).
- (c) If the Employer is unable to comply with either Article 4.04(a) or 4.04(b) due to operational capacities, the Employer shall provide the Union with reasonable notice.
- 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 Municipality's facilities 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 breaks, before 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 their steward. The Employee shall be provided a copy of the current Collective Agreement and shall be advised of their 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 to 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 copies of the Collective Agreement for its members and the Employer shall provide copies of the Collective Agreement for management personnel and the Council.
- 5.05 In accordance with operational requirements, the Employer shall provide access to meeting space for the Local on the Employer's premises to convene general meetings of Local 161. The meetings shall be scheduled outside of normal working hours. The Employer will be notified of the date and time of these meetings at least forty-eight (48) hours in advance.

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, physical or mental disability, family status, source of income, sexual orientation, sexual identity, 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 (a) The Employer, the Union and the Employees agree to be bound by the provisions of the *Occupational Health and Safety Act*, S.N.S. 1996, C.7

(b) Any Employee may exercise their right to refuse work in accordance with the provisions of the *Occupational Health & Safety Act*.

(c) The Employer maintains the exclusive function of enforcing safety and regulations under the *Act*.

(d) The Parties are committed to a healthy, safe, and supportive workplace and are committed to providing a work environment that values diversity and treats all persons with respect and dignity. The Parties are committed to a workplace free from the following:

1) Discrimination contrary to the law and this Agreement.

2) Harassment or bullying by other Employees, supervisors, managers, any other person working or providing services to the Employer in the workplace, clients, or the public.

Workplace harassment does not include the reasonable exercise of management rights, such as the performance management or attendance management of an Employee by their Immediate Supervisor or manager.

7.03 All eligible Employees will be covered by Workers' Compensation. Every Employee will be responsible for reporting any injuries or accidents to their Immediate 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. In the interest of the occupational health and safety of Employees, the Employer will provide an in-service program for First-Aid Training.

7.06 Subject to 7.07 below, the Employer shall provide all reasonable personal protective equipment necessary for the occupational health and safety of

Employees, as determined by the *Occupational Health and Safety Act* of Nova Scotia.

- 7.07 (a) Article 7.07 applies to eligible Public Works and Arena Employees only.
- (b) Upon proof of purchase and use, every Employee who is required to use safety footwear shall be provided a yearly allowance of \$230.00 inclusive of HST for reimbursement costs towards the purchase of a pair of CSA approved safety footwear for the Employee.
- (c) Upon proof of purchase and use, every Employee who is required to use CSA approved rubber boots (Baffin or equivalent) safety footwear shall be provided an allowance of \$230.00 inclusive of HST every two (2) years for reimbursement costs towards the purchase of a pair of CSA approved rubber boots approved safety footwear for the Employee.
- (d) Upon proof of purchase, the Employer shall provide an allowance of \$300.00 every two (2) years for prescription protective eye wear to Employees who require prescription lenses.
- (e) Upon proof of purchase, the Employer shall provide an allowance of \$143.75 inclusive of HST every year for work clothing (coveralls, work pants, work shirts, etc.). If an Employee has not utilized their full benefit under Article 7.07(e), in accordance with Article 7.07(b) and (c), an Employee may use this remaining benefit towards covering the remaining cost of the footwear.
- (f) The Employer shall provide safety vests, CSA approved hard hats, work gloves, rainwear, non-prescription safety glasses or eye protection, latex gloves and hearing protection on an as needed basis to Employees.

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.

- (g) 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.
- (h) 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.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 A Grievance is defined as any dispute or difference arising out of the interpretation, application, administration or alleged violation of this Agreement, 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 Immediate Supervisor within fifteen (15) working days of the time the Employee became aware of the circumstances giving rise to the grievance. The Employee may have a steward present. The Immediate Supervisor shall render a decision within five (5) working days of discussing the matter with the Employee.

Formal Grievance Procedure:

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 Immediate 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) working days of the event giving rise to the difference or dispute, or within five (5) working days of the Immediate Supervisor's reply or deemed reply to the informal complaint resolution stage, whichever event occurs last.

Within ten (10) working days of receipt to such formal grievance, the Immediate 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) working 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) working days to the Chief Administrative Officer who will, within ten (10) working 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) working days following the meeting.

- 8.04 Time limits may be extended by mutual agreement in writing between the Parties provided the request for extension is tendered prior to the expiration of any time limit in the applicable step. If the time limits specified or extended by agreement are not met, the grievance will be deemed to have been abandoned.
- 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 Two 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 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 Labour and Advanced Education. 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.
- 8.10 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) working days of the reply at Step 2 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) working 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 forty-five (45) working 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) working 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 Arbitrator shall deal only with the grievance for which they are appointed.
- 9.05 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). In cases of discipline or discharge, the Arbitrator shall have authority to substitute a lesser penalty if, in their opinion, it is justified in the circumstances of the particular case.
- 9.06 Each Party shall share equally in the costs, expenses and fees of the Arbitrator.

ARTICLE 10 – HOURS OF WORK AND WAGES

- 10.01 The regular hours of work for a regular Full time Employee shall be thirty-five (35) hours per week. The regular hours of work for seasonal arena employees shall be forty-five (45) hours of work per week.
- 10.02 The regular full-time hours of work are exclusive of a thirty (30) minute unpaid lunch break. Lunch breaks are normally taken at noon but may be staggered so that operational coverage is maintained as required by the Employer.
- 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 Immediate Supervisor. All rest periods may be staggered so as to minimize operational disruption.
- (b) Employees who work less than a regular seven (7) hour day, but more than four (4) consecutive hours shall be entitled to one fifteen (15) minute rest period with pay, at a time to be agreed upon in advance by the Employer. Such rest periods may be staggered so as to minimize operational disruption.
- (c) Employees who work more than nine (9) consecutive hours in a day shall be entitled to an additional fifteen (15) minute rest period with pay, at a time to be agreed upon in advance by the Employer. Such rest periods may be staggered so as to minimize operational disruption.
- (d) Employees in the Public Works Department may be required to remain on-site during breaks due to the nature of work being performed.
- 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 two (2) weeks in advance of implementation.
- 10.05 Any Employee who is required by the Employer to work through the lunch period shall, where operationally feasible, take their lunch break later in the day. When it is not possible for the Employee to take a lunch break, the Employee will receive the equivalent time off at the end of the day.
- 10.06 Employees shall be paid wages as per Appendix "A" , in accordance with the following rates and adjustments:
- (a) Effective the date of signing, Employees wages will be based on the wage scale contained in Table "A". Both parties recognize that there are Employees currently between steps and this shall be remedied in accordance with Article 10.06(b).

- (b) Effective April 1, 2022, wages will increase by two percent (2%) as reflected in Table "B". In addition, any members of the Bargaining Unit who are between steps shall move to the step on the wage scale that is the next highest rate of pay for their level category.
- (c) Effective April 1, 2023, wages will increase by two percent (2%) as reflected in Table "C".
- (d) Effective April 1, 2024, wages will increase by two percent (2%) as reflected in Table "D".
- (e) Effective April 1, 2022, Employees may move to the next step on the wage scale after completing twenty-four (24) months of continuous service as outlined in Articles 10.12 and 10.13. Any time spent on an unpaid leave of absence will not count as continuous service.

10.07 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.

10.08 Rates of Pay Upon Appointment

Subject to Article 10.09, the rate of compensation of the person upon appointment to a position will be the minimum rate prescribed for the position to which the Employee is appointed.

10.09 Exception

The rate of compensation of a person upon appointment to a position may be at a rate higher than the minimum rate prescribed for the position if, in the opinion of the Employer, such higher rate is necessary to ensure the appointment of a qualified person to the position or if the person to be appointed to the position has qualifications in excess of the minimum requirements for the position.

10.10 Rates of Pay Upon Promotion

Subject to Article 10.11, the rate of compensation of an Employee upon promotion to a position in a higher pay range shall be at the next higher rate or the minimum of the new class, whichever is greater, than that received by the Employee before the promotion.

10.11 Exception

The rate of compensation of an Employee upon promotion to a position may be at a higher rate than that prescribed in Article 10.10 if, in the opinion of the Employer, such higher rate is necessary to ensure the promotion of a qualified person to the position.

10.12 Salary Increments

The Employer may grant an increment for meritorious service after an Employee has served for a period of twenty four (24) months following the first day of the month established in Article 14.01 or twenty four (24) months following the date of a change in their rate of compensation as established in articles 10.08 and 10.10.

10.13 Notice of Withheld Increment

When an increase provided for in Article 10.12 is withheld, the reason for withholding the increment shall be given to the Employee in writing by the Employer, at least one (1) calendar month prior to the effective anniversary date.

10.14 The decisions made by the Employer in Articles 10.09, 10.11, 10.12 and 10.13 inclusive are within the Employer's sole discretion.

ARTICLE 11 – OVERTIME AND ASSIGNMENT OF WORK

11.01 The Employer may require Employees to work overtime based on operational requirements.

Overtime for Office Employees

- 11.02 (a) If an Employee exceeds their regular hours of work in a week, the Employee can, with the prior approval of their Director, "bank" those additional hours worked as overtime at time and a half (1.5x).
- (b) If an Employee works more than thirty (30) minutes beyond the end of their regular work day, the Employee can, with the prior written approval of their Director, "bank" those additional hours worked at time and a half (1.5x)
- (c) For the sake of clarity, Employees cannot bank overtime hours under both (a) and (b).
- 11.03 Employees may bank up to a total of twenty-one (21) hours at any given time or as approved by the Director. Employees cannot bank time from working lunches or breaks. Employees are required to take their lunches and breaks.
- 11.04 Conferences, and travel to and from conferences, do not qualify for overtime unless expressly stated by the Director.
- 11.05 If an Employee has banked time and cease to be employed by the Employer, the Employee will be paid-out for banked time.
- 11.06 Employees required to work more than two (2) hours beyond the end of their regular scheduled shift will be provided a meal or are eligible for a meal

allowance in the amount of twenty dollars (\$20) and further meal allowance every four (4) hours of continuous overtime thereafter.

11.07 Employees called in after-hours or who work on scheduled a day off will be provided a meal or a meal allowance of twenty dollars (\$20) after four (4) hours worked and every four (4) hours thereafter.

Overtime for Arena and Public Works Employees

11.08 (a) Article 11.08 applies to Arena and Public Works Employees only.

(b) Allocation and Notice of Overtime

Subject to operational requirements, the Employer shall make every reasonable effort:

- (i) to offer overtime first to the Employee(s) directly and continuously involved in the work during their performance of usual duties. Overtime shall then be equitably shared among all Employees within the work area who have the required skill and ability to perform the work required;
- (ii) to give Employees who are required to work overtime adequate advance notice of the requirement to work overtime, where possible.

(c) Overtime Eligibility

An Employee must work at least thirty (30) minutes outside their normal working hours before being eligible for overtime compensation.

(d) Overtime Compensation

Employees will be paid time and one half (1½) compensation for all overtime hours worked.

(e) Overtime Meal Allowance

Except where meals are provided free of charge by the Employer, a meal allowance of twenty dollars (\$20) may be claimed for an Employee who:

- (i) works a minimum of two (2) hours overtime immediately following their scheduled hours of work and every four (4) hours of continuous overtime thereafter;
- (ii) works a minimum of four (4) hours on a call-in and every four (4) hours of continuous overtime thereafter.

(f) Overtime Exclusions

Overtime will not apply to:

- (i) time Employees spend travelling between their home and their worksite when required to work outside of their normal hours of work;
- (ii) time Employees spend travelling to and from training conferences/ seminars, nor any time they are attending training or conferences/ seminars that is outside of the normal hours of work, unless expressly stated by the Director.

(g) Requirement to Work Overtime

Overtime shall be on a voluntary basis with the understanding that, if no qualified Employee agrees to accept overtime, the Employer will assign the overtime hours to one of the three most junior qualified Employees on a rotational basis.

Call-out

11.09 (a) "Call-out" occurs when an employee has left their his/her workplace at the end of a regular day's work and is called back to perform unscheduled work

(b) Allocation of Call-Out

Call-outs shall first be offered to the Employee(s) directly involved in the work during performance of their usual duties. Call-out time shall then be offered equitably to Employees within the work area who are willing and qualified to perform the available work.

(c) Call-Out Compensation

- (i) Except as noted in the following paragraphs, Employees called out to work shall be compensated a minimum of three (3) hours at their hourly rate or at time and one half (1½) of the actual hours worked, whichever is greater;
- (ii) Where a call-out extends into an Employee's scheduled shift, they will receive time and one half (1½) for hours worked up to the commencement of their scheduled shift, after which time, they will be compensated at their regular rate of pay;
- (iii) Employees already at work who respond to an unrelated issue are not entitled to claim a call-out;

- (iv) Employees may claim a call-out no more than once every eight (8) hour period;
- (v) An Employee who is required to work during off duty hours by responding by phone, email or other electronic means and is not required to return to the workplace, shall be compensated at time and one half (1½) for the time spent responding.

Standby

- 11.10 (a) The Standby provisions of this article apply to Public Works Employees only.

Standby

- (b) Employees may be required to be on Standby on a scheduled basis to be determined by the Employer. When on Standby, Employees will be available twenty-four (24) hours per day and paid one (1) hour at the Employee's regular rate of pay for each day they are required to be on Standby, except on civic holidays where Employees will be paid one and one half (1½) hours regular rate of pay.
- (c) Employees on Standby who are required to report to work will be compensated for the actual hours worked in accordance with the relevant provisions of this Agreement.

Winter Standby

- (d) Public Works Employees may be required to be on Winter Standby on a scheduled basis for a seven (7) day period to be determined by the Employer. When on Winter Standby, Public Works Employees will be available three (3) hours prior to their regular start time and on their regular days off and paid three (3) hours per week at their regular rate of pay.
- (e) Public Works Employees on Winter Standby who are required to report to work will be compensated for the hours actually worked in accordance with the relevant provisions of this Agreement.
- (f) Public Works Employees may not claim more than one standby pay during the same period of time (*e.g.*, Employees cannot claim both Standby and Winter Standby pay for the same week)
- (g) No standby compensation shall be granted for the total period of standby if the Public Works Employee is unable to report for duty when required.

ARTICLE 12 – VACATIONS

12.01 Full-time Employees are entitled to receive annual vacation with pay as follows:

- (a) Each year during the first five (5) years of employment, an Employee shall be entitled to fifteen (15) days of vacation time-off.
- (b) An Employee who has completed five (5) years of employment shall be entitled to twenty (20) days of vacation time-off.
- (c) An Employee who has completed ten (10) years of employment shall be entitled to twenty-five (25) days of vacation time-off.
- (d) An Employee who has completed fifteen (15) years of employment shall be entitled to thirty (30) days of vacation time-off.
- (e) An Employee who has completed twenty-five (25) years of employment shall be entitled to thirty-five (35) days of vacation time-off.

12.02 The vacation year shall be from January 1st to December 31st, inclusive.

12.03 During the first year of employment, a Full-time Employee's vacation entitlement will be prorated for the vacation year based on their date of hire.

12.04 Employees who are absent from work on any unpaid leave of absence will have their vacation entitlement prorated based on the actual paid time in the vacation year.

12.05 Part-time and Seasonal Employees shall receive vacation pay paid on each pay cheque as follows:

- (a) Four percent (4%) for Employees with eight (8) years or less of employment;
- (b) Six percent (6%) for Employees with more than eight (8) years of employment.

Vacation Scheduling

12.06 Employees must provide at least two (2) weeks' notice of their intent to take vacation time off. The Employer shall attempt to schedule vacation time-off as requested. However, requests for vacation time-off are approved on a first come, first served basis and according to the Employer's operational needs and at the discretion of the Director. The Employer will consider last minute requests for vacation time off subject to operational requirements.

12.07 Employees must have approval of their Immediate Supervisor of any vacation leave.

- 12.08 An Employee may, upon written request, and with the consent of the Employer, carry over not more than ten (10) vacation days to the following year. The Employer shall not unreasonably deny an Employee's request. Vacation time carried over to the next vacation year and not used in that vacation year will be forfeited.
- 12.09 The Employer will make every reasonable effort not to recall an Employee to duty after the Employee has proceeded on vacation leave.
- 12.10 If an Employee is recalled after having commenced vacation leave and the Employee is outside of Richmond County, 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.
- 12.11 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.
- 12.12 Upon termination of employment, the Employer shall pay an Employee any outstanding accrued vacation credits. Vacation will be pro-rated based on the time worked in the vacation year and, where an Employee has a deficit in their vacation bank, the amounts owed to the Employer will be deducted from the Employee's final pay.

ARTICLE 13 – STATUTORY HOLIDAYS

13.01 The following shall be paid holidays for all Employees:

New Years' Day	The 1 st Monday in August
Heritage Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

Christmas Eve Afternoon (1/2 day) December 24th
 New Year's Eve Afternoon (1/2 day) December 31st

Any other day, or part of a day, proclaimed as a holiday by the federal or provincial government or by the Employer.

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 on Christmas Eve or New Year's Eve will be entitled to claim overtime in accordance with Article 11.

- 13.02 To be eligible for holiday pay an Employee must have received or been entitled to receive pay for at least ten (10) working days during the sixty (60) calendar days preceding 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. Employees will not be eligible for holiday pay or time off for holidays during any unpaid leave of absence or when an Employee is in receipt of Workers' Compensation earning replacement benefits.

ARTICLE 14 – SENIORITY

- 14.01 Seniority is defined as the length of continuous service with the Employer from the last date of hire to a position in the Bargaining Unit.
- 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 (2) 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) All such Employees shall have a probationary period of nine hundred ten (910) worked hours excluding overtime, or six (6) months, whichever is less. If a probationary employee is absent from work for more than five (5) working days, the length of the absence will be added to the six (6) month probationary period. During the probationary period, an Employee shall have no seniority rights. An Employee's probationary period shall commence when the Employee becomes a Full-time or Part-time Employee.
- (b) 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.

- (c) Upon request from the Probationary Employee, the Employer shall provide a preliminary performance evaluation prior to completion of the probationary period.
- (d) The Employer may terminate a Probationary Employee at any time during the probationary period provided the Employer has acted in good faith and without discrimination.
- (e) Notwithstanding the foregoing, a new member of the Bargaining Unit who has prior work experience with the Employer, at the sole discretion of the Employer, may have their 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.
- (f) 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 and cease to be an Employee 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 registered 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; or
- (h) Is acting in a management capacity, outside of the Bargaining Unit, for greater 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 & 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 Triennial 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 and Employer contributions to benefits plans.

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.

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 discipline 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, 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 and shall be destroyed 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 their personnel file during normal office hours in the Employer's office, with a representative of the Employer present.

- (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) working 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, the Employer agrees to notify all members of the Bargaining Unit by posting notice in the workplace and notifying Employees by email. The notice to fill the position shall be posted for no less than five (5) working days. The notice shall be posted within ten (10) working 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. External applications shall be kept sealed and will only be reviewed if no qualified internal applicant has applied. When an internal qualified candidate fills the position, the Employer shall destroy the sealed applications.

- (b) The Employer shall be at liberty to exercise its discretion in filling a temporary vacancy expected to last two (2) 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. Where the Employer cannot find a qualified internal candidate, they may hire externally.

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 their former position without loss of seniority.

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, with the exception of Employees who are on a regular seasonal layoff.
- 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 At the end of the twelve (12) month period referred in Article 18.02, or at any earlier time as an Employee in receipt of a layoff notice wishes to terminate employment and waive recall rights, the Employee shall be granted severance pay equal to one (1) week's pay for every year of service to a maximum of 26 weeks. Where there is a partial year of service, the severance pay shall be pro-rated on the basis of number of months of service. Severance pay under this Article will be reduced by any retirement benefit that may be owing by the Employer to the Employee.
- 18.04 Upon receipt of a notice of layoff an Employee may:
- (a) Within forty-eight (48) hours exercise their right to displace an Employee with the 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 their 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 their position.
- 18.05 Where Employees are to be laid off, the Employer will advise and consult with the Union 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.
- 18.06 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.

- 18.07 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.
- 18.08 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.
- 18.09 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 and 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 they were 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.
- 18.10 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. Article 18.10 does not apply to Employees on a regular seasonal layoff.
- 18.11 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.
- 18.12 The Employer shall give Employees five (5) 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.
- 18.13 An Employee who wishes to resign shall give the Employer ten (10) working days written notice.

ARTICLE 19 – PERSONAL LEAVE

- 19.01 Employees are entitled to four (4) paid personal days per year. The purpose of these additional paid days is to allow for time off for personal appointments, family illness, family appointments, etc.
- 19.02 Personal days will be pro-rated for new Employees based on the date of hire.
- 19.03 Personal days can only be taken with prior approval from the Employee's Immediate Supervisor. Where possible, the Employee will provide at least forty-eight (48) hours' notice of a personal day request. However, the Director may approve a personal/family day with less than forty-eight (48) hours' notice or retroactively. All requests for personal days will be fairly considered, however, the Employer also reserves the right to deny a request for a personal day based on operational need.
- 19.04 Employees will not be allowed unpaid time-off if they have paid personal days available to them.
- 19.05 Personal days will not be carried over year to year.
- 19.06 In the event of voluntary or involuntary termination, no Employee will be eligible to be paid out for any personal days not taken.

ARTICLE 20 – BEREAVEMENT LEAVE

- 20.01 In the event of the death of a spouse, child, step-child, ward, parent, step-parent, sibling or step-sibling guardian or any person who permanently resides with the Employee, Employees shall be granted paid leave for up to five (5) working days.
- 20.02 In the event of the death of parent-in-law, sibling-in-law, child-in-law, grandparent, grandchild, or step-grandchild, Employees shall be granted paid leave for up to three (3) working days.
- 20.03 Employees shall be granted paid bereavement leave for up to one (1) day for all other family.
- 20.04 In the event of the death of a current or past Employee or close friend, Employees shall be granted paid leave of up to three and one half (3½) hours to attend the funeral, subject to the Employer's operational requirements.
- 20.05 If additional time-off is required, the Employee may request, in writing, additional unpaid leave or additional leave using available vacation days or other banked time. The additional time-off is granted at the sole discretion of the Employer.
- 20.06 Employees can request unpaid leave, or paid leave using available vacation days or other banked time, following the death of other individuals not covered above.

Such requests should be in writing and will be at the sole discretion of the Employer.

- 20.07 Employees shall request bereavement leave as soon as possible. Employees may be required to provide documentation (e.g. death certificate and/or proof of relationship) if requested by the Employer.

ARTICLE 21 – SICK LEAVE

- 21.01 Sick leave with pay is granted against accumulated credits during periods that an Employee is absent from work due to an illness or injury.
- 21.02 Full time Employees shall accumulate sick leave at the rate of one and one-half (1½) days sick leave for each full month of employment up to a maximum of one hundred fifteen (115) days. When an Employee's sick leave credits have been exhausted, the Employee will not be paid for time lost due to illness.
- 21.03 Part time Employees shall accumulate sick leave at the rate of 1.75 hours per month for each full month of employment. Part-time Employees are not entitled to carry over sick leave from one calendar year to the next calendar year.
- 21.04 Seasonal Arena Employees working nine (9) hour shifts shall accumulate sick leave at the rate of thirteen and a half (13.5) hours for each full month of employment to be credited on the first day of each month during their working months. Seasonal Employees are not entitled to carry over unused sick leave during their regular period of layoff.
- 21.05 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 their Immediate Supervisor, or designate, as soon as possible, but at least one hour before the commencement of the shift to be missed by the Employee.
- 21.06 Sick leave benefits are only for use as described in this Agreement.
- 21.07 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. The Employer may also request a medical certificate confirming that an Employee is fit to return to work when an Employee has been absent from work for more than five (5) consecutive days.

- 21.08 An Employee is entitled to be informed, upon request, of the balance of their sick leave with pay credits.
- 21.09 In instances of long-term illness, where an Employee has received a workplace accommodation, the Employee may be required to re-submit a Doctor's Certificate every four (4) months thereby providing continued medical evidence that the accommodation is required.
- 21.10 Full time Employees shall be entitled to a pay-out regarding sick leave, to a maximum of thirty (30) days upon retiring, provided they are Employees with the Employer for at least ten (10) years, to include Employees that are terminated for other than just cause.
- 21.11 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 coordinated program directed to the objective of their rehabilitation.

ARTICLE 22 – STORM LEAVE

- 22.01 In the event of snowstorms or a natural disaster, the Employer will consult with local authorities on the condition of the environment, including road conditions. If the Employer determines, in its sole discretion, that the environment is safe and the roads remain open, the workplace will remain open and Employees are expected to make all reasonable efforts to report to work. Employees who are unable to report to work, despite all reasonable efforts, must immediately notify their Immediate Supervisor.
- 22.02 If a municipal facility is closed, Employees who are scheduled to work will be paid. If an Employee is scheduled to be on vacation and the office is closed due to a snowstorm or natural disaster, the Employee may contact their Immediate Supervisor that morning and cancel their scheduled vacation day and the vacation day will be returned to the Employee's vacation bank.
- 22.03 If a municipal facility is open but an Employee is unable to report to work, the Employee may use a vacation day or other accumulated time off except sick leave. If an Employee does not have available vacation time or other accumulated time off, the Employee will not be paid.
- 22.04 The Employer may, in its sole discretion, open or re-open any facility during a storm or natural disaster based on operational need. Employees who are unable to report to work may use a vacation day or other accumulated time off except sick

leave. If an Employee does not have available vacation time or other accumulated time off, the Employee will not be paid.

22.05 Notwithstanding the above, Employees may be required to work if it is necessary for the work to be done regardless of the weather.

ARTICLE 23 – LEAVE OF ABSENCE

23.01 In addition to the unpaid leaves of absences available under the Nova Scotia *Labour Standards Code*, an Employee can request an unpaid leave of absence. Requests should be made in writing. Granting an unpaid leave of absence is at the sole discretion of the Employer according to operational needs and the nature of the request. To be eligible for an unpaid leave of absence, the following conditions must be met;

- (a) The Employee must have completed one (1) year of service;
- (b) The Employee must complete and submit a written request to the Employer, no less than thirty (30) days before the anticipated commencement of the leave. The request must include the anticipated start date of the unpaid leave of absence and a firm return to work date;
- (c) The unpaid leave of absence must be no less than thirty (30) days;
- (d) If an Employee is granted an unpaid leave of absence in excess of one year, the Employee shall not be guaranteed immediate or full-time employment upon their return, nor shall their position be protected;
- (e) Employees must take all earned paid time off prior to the commencement of the unpaid leave of absence;
- (f) An unpaid leave of absence will not be granted for an Employee to take other employment;
- (g) An unpaid leave of absence will not be granted for sick time. The Employee must be in receipt of EI sick benefits or Long-Term Disability benefits; and
- (h) Employees who are unable to return to work after an approved unpaid leave of absence must immediately notify the Employer. If the Employee fails to notify the Employer, the Employee may be terminated for failing to return from an approved leave of absence. Any continuation of leave of absence is at the sole and unfettered discretion of the Employer.

23.02 The Employee will continue to accrue service during any approved leave of absence.

23.03 Employees may choose to continue their coverage for Group Benefits during any approved unpaid leave of absence but will be responsible for paying 100% of

premiums for those benefits. Employees who wish to continue their coverage for Group Benefits, must provide monthly post-dated cheques for the premium payments for length of the leave of absence prior to commencing the leave of absence.

23.04 Nothing in this Article is intended to reduce or remove an Employee's entitlement to an unpaid leave of absence provided for in the Nova Scotia *Labour Standards Code*.

ARTICLE 24 – PREGNANCY AND PARENTAL LEAVE

24.01 A pregnant Employee or an Employee who becomes a parent of one or more children through:

- (a) the birth of the child or children; or
- (b) the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children pursuant to the laws of the Province;

shall be entitled to unpaid pregnancy and parental leave in accordance with the provisions of the Nova Scotia *Labour Standards Code*.

24.02 When an Employee reports for work upon the expiration of pregnancy/parental leave, the Employee shall resume work in the position held by the Employee immediately before the leave began or, where that position is eliminated, in a comparable position within the workplace.

24.03 While on pregnancy and/or parental leave, an Employee shall continue to accrue and accumulate service and seniority credits at the same rate as before the leave for the duration of the leave and the Employee's service and seniority shall be deemed to be continuous.

24.05 While an Employee is on pregnancy and/or parental leave, the Employee may maintain the benefit plans in which they participated in prior to the commencement of the pregnancy and/or parental leave. The Employee must notify the Employer in writing, prior to commencing their pregnancy and/or parental leave, if they wish to continue benefit coverage throughout the leave. The Employee shall be responsible to pay 100% of the premium costs for maintaining such coverage for which the Employee is eligible during the period of pregnancy and/or parental leave. Failure to pay premiums while on pregnancy and/or parental leave will result in loss of benefits coverage. Employees are also required to pay the Employer and Employee portions of the contributions to the pension plan if the Employee wishes to continue contributions to the pension plan while on leave. The payments required in this Article will be deducted from the Employee's top-up for the first 17 weeks of the Employee's leave.

24.06 The Employer will top-up an Employee on pregnancy or parental leave to 75% of the Employee's regular wages to a maximum of seventeen (17) weeks. This top up is only available for seventeen (17) weeks total, regardless of whether the Employee takes both pregnancy and parental leave.

ARTICLE 25 – COURT LEAVE

25.01 An Employee shall be entitled to a leave of absence without loss of regular pay or seniority benefits, provided the Employee would normally have been scheduled and have been available for work, if the Employee is required:

- (a) to serve on a jury; or
- (b) by subpoena or summons, to attend as a witness:
 - (i) in or under the authority of a court or tribunal; or
 - (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
 - (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.

25.02 An Employee shall not be entitled to Court Leave under Article 25.01 where:

- (a) the Employee is a party to any such lawsuit or charges;
- (b) the Employee is on a leave of absence without pay; or
- (c) the Employee is under suspension from work.

25.03 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 their 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.

ARTICLE 26 – LEAVE FOR PROVINCIAL AND NATIONAL EXECUTIVE POSITIONS OF THE UNION

26.01 Union Executive Positions

Where the Union has determined the requirement for a fulltime elected Union Executive position under the following headings: President (NSGEU), First Vice President, Second Vice President, Third Vice President, Secretary Treasurer; President and Secretary Treasurer of the National Union of Public Employees (NUPGE), or President of the Nova Scotia Federation of Labour an approved leave of absence without pay shall be granted in accordance with the following provisions:

- (a) An Employee elected to one of the above noted fulltime Union Executive positions shall be given an approved leave of absence without pay for the term(s) they are to serve, up to thirty-six (36) months.
- (b) All benefits of the Employee shall continue in effect while the Employee is serving in the fulltime Union Executive position and for such purposes, the Employee shall be deemed to be in the employ of the Employer and to have continuous service with the Employer for all purposes.
- (c) The gross salary shall be determined by the Union and paid to the Employee by the Employer. The amount of the gross salary shall be reimbursed to the Employer by the Union. The Union shall also reimburse to the Employer the Employer's portion for all statutory and required benefit contributions/premiums/deductions during the approved leave of absence.
- (d) Upon expiration of their term of office, the Employee shall be reinstated in the position they held immediately prior to the commencement of leave, or in a position mutually agreed upon by the Employee and the Employer.
- (e) Any vacation earned but not used prior to the Employee taking office shall be carried over to be taken in the fiscal year in which the Employee returns from the approved leave of absence.
- (f) A leave of absence for a second and subsequent consecutive terms shall be granted in accordance with the above.

26.02 An Employee who declares an intention to offer for one of the above noted fulltime Union Executive positions shall notify the Employer as soon as possible after the declaration. At least four (4) weeks' notice shall be given.

ARTICLE 27 – TRAINING PROGRAMS AND EDUCATIONAL LEAVE

- 27.01 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.
- 27.02 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 provided the training or education relates to the Employee's employment. The following conditions will apply:
- (a) Approval of a training program or educational leave will be subject to budgetary and operational requirements.
 - (b) The Employee will receive their regular daily rate of pay, without overtime or call out.
 - (c) 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.
 - (d) The Employer will reimburse the Employee for mileage and for meals (if outside the County) at the rates described in this Agreement, and for other expenses approved in advance by the Immediate Supervisor 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 they normally drive such vehicle.
 - (e) While an Employee is on an education leave for longer than thirty (30) calendar days, the Employee may maintain the benefit plans in which they participated in prior to the commencement of the leave. The Employee must notify the Employer in writing, prior to the commencement of the leave, if they wish to continue benefit coverage throughout the leave. The Employee shall be responsible to pay 100% of the premium costs for maintaining such coverage for which the Employee is eligible during the period of the leave. Failure to pay premiums while on leave will result in loss of benefits coverage. Employees are also required to pay the Employer and Employee portions of the contributions to the pension plan if the Employee wishes to continue contributions to the pension plan while on leave.
 - (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 their 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.

ARTICLE 28 – INJURY ON DUTY LEAVE

28.01 An Employee who is injured on duty shall immediately report or cause to have reported any injury sustained in the performance of their duties to their Immediate Supervisor in such manner or on such form as the Employer may from time to time prescribe.

28.02 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:

- (a) Pay to the Employee their full wages on the day of the injury;
- (b) 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.
- (c) Continue to pay the Employer's portion of the group medical, dental, and life insurance benefit premiums during the period the Employee is receiving Workers' Compensation benefits, where the plans permit.
- (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 their pension contribution (based on the pre-disability income rate) for the ensuing month during their absence.

ARTICLE 29 – DOMESTIC VIOLENCE LEAVE

29.01 The Employer agrees to provide domestic violence leave in accordance with the provisions of the *Nova Scotia Labour Standards Code*.

ARTICLE 30 – VOLUNTEER LEAVE

30.01 Employees shall be entitled to seven (7) hours per annum of paid leave for the purposes of volunteering with a community organization. The Employer shall not withhold approval provided the volunteerism meets eligibility and does not interfere with operational requirements.

ARTICLE 31 – TRAVEL, MEALS & ALLOWANCES

- 31.01 (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.

31.02 During the term of this Agreement, expenses authorized by CAO, the Immediate Supervisor or designate in accordance with the procedures under the Municipality's Travel Expense Policy, incurred by Employees on the business of the Employer, shall be reimbursed by the Employer as follows:

- (a) A mileage allowance shall be paid to Employees who, with authorization, use the Employee's personal vehicle(s) in the course of carrying out authorized travel. Mileage will be reimbursed at the present Provincial rate per kilometer and will cover return travel from the Employee's regular place of work or place of residence to the required destination, whichever is less. Travel outside of normal scheduled working hours shall be claimed from the Employee's place of residence. Shared use is encouraged where possible (only one person per vehicle is eligible to claim).
- (b) A meal allowance to each Employee while on authorized work related matters outside the Employee's regular duties and outside the County of Richmond, shall include a breakfast allowance for anytime an employee commences travel before 7:30 am and a supper allowance if the Employee is not expected to return before 6:00 pm. Meals provided free of charge or included in registration fees paid directly by the Employer are ineligible for reimbursement (agendas to be appended to the expense claims) unless approved by the CAO.
- (c) Meal allowances shall be capped as follows:

Outside of Richmond County

Breakfast	\$20.00
Lunch	\$25.00

Supper \$30.00

\$10 per day will be paid for incidentals if overnight accommodation is required.

31.03 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.

31.04 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 27.02 above. Employees will not be paid for hours outside their regular scheduled hours.

31.05 The Employer shall contribute fifty percent (50%) of the cost of a physical fitness program or fitness equipment up to two hundred fifty (\$250.00) per Employee per year, upon submission of a receipt.

31.06 The Employer shall allow for a purchase program available to Employees to allow for the purchase of technological equipment and/or accessories (tablets, printers, computers etc.), or upgrade an existing system.

The Employer shall provide a maximum amount of four thousand dollars (\$4,000), repayable through payroll deductions over a three (3) year period.

31.07 The Employer shall continue to provide a retirement benefit to Full-time Employees who are members of the Bargaining Unit as of the date of signing of this Collective Agreement based on the following:

10-15 years of service	6 weeks
15-20 years of service	8 weeks
20-25 years of service	12 weeks
25 years of service and above	25 weeks

For clarity, the Employees entitled to this benefit are those listed in Appendix "C".

Any Employee hired after the date of signing of this Agreement is not entitled to this retirement benefit.

ARTICLE 32 – BENEFIT PLANS

32.01 The Employer will continue the same group insurance plans that were in effect on the date of signing of this Collective Agreement. Premiums shall be 100% paid by the Employer, with the exception of long term disability insurance premiums which will be 100% paid by the Employee.

32.02 The agreement of the Employer to continue the benefit plan and pay the premiums (with the exception of long term disability) of a group insurance plan does not mean that the Employer assumes in any way the obligation to provide any of the benefits contemplated by that Plan. Any matters arising out of the provision of these group insurance plans shall not be subject to grievance or arbitration.

32.03 Employees who are on layoff or unpaid leave of absence in excess of twenty-one (21) working days will make all necessary arrangements for the 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 their portion of the premium costs by the 15th of each month during their absence.

32.04 The Employer will continue the Defined Contribution Pension Plan that was in effect on the date of signing of this Collective Agreement. Employees that are participating in the Defined Benefit Pension Plan at the date of signing of this Collective Agreement will continue to participate in that Plan until January 2024; at which point any remaining Employees from the Defined Benefit Pension Plan will be transferred to the Defined Contribution Pension Plan. No additional new or current Employees will be permitted to participate in the Defined Benefit Pension Plan.

32.05 (a) Contributions to the Defined Contribution Pension Plan for Employees, except Seasonal Arena Employees, shall be as follows:

<u>Years of Service</u>	<u>Employer and Employee Rates</u>
0-5 years	7% each
6-10 years	8% each
After 10 years	9% each

(b) For Seasonal Arena Employees, the Employer and the Employee will each contribute seven percent (7%) to the Defined Contribution Plan.

32.06 The Employer reserves the right, in its sole discretion, to alter the Benefit Plans including but not limited to, the plan provider, the kind and level of coverage for benefits or the nature of the benefit plan.

32.07 This Article does not apply to Part-time Employees.

32.08 Seasonal Employees are not eligible for coverage in long term disability plan and life insurance coverage plan.

32.09 For retired Employees, the Employer agrees to extend benefit coverage to retired Employees, who retire with ten (10) years or more of service, excluding long term disability, with coverage to terminate at age sixty-five (65).

ARTICLE 33 – TECHNOLOGICAL CHANGE

33.01 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.

33.02 The Employer agrees that it will endeavor 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.

33.03 The Employer agrees to meet with the Employee Relations Officer no less than thirty (30) days prior to the implementation of any technological change.

ARTICLE 34 – CLASSIFICATION AND RECLASSIFICATION

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

34.02 When a classification covered by this Agreement is substantially altered, the Employer may implement a new rate of pay for the classification. The Employer shall provide the Union at least ten (10) working days written notice in advance of implementing the new rate of pay. If the Union does not agree with the new rate of pay for the classification, the Union may refer the matter to a single Arbitrator in accordance with Article 9.

ARTICLE 35 - FUTURE LEGISLATION

35.01 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.

35.02 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 36 – NO STRIKE OR LOCKOUT

36.01 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.

36.02 The Employer agrees that there shall be no lockout of the members of the Bargaining Unit during the term of this Agreement.

ARTICLE 37 – TERM OF AGREEMENT

37.01 This Collective Agreement shall be for the period commencing date of ratification until March 31, 2025 and shall remain in effect from year-to-year thereafter unless one of the Parties hereto notifies the other in writing within a period of not less than ninety (90) working days prior to the automatic renewal date of its intention to revise or amend this Collective Agreement.

37.02 Employees who have left their employment in the Bargaining Unit shall be entitled to full retroactivity of any applicable wage increase. Such Employees shall be given written notice by registered mail sent by the Employer to the Employee’s last known address given to the Employer, that the Employee has sixty (60) calendar days in which to claim any retroactive payment.

This Collective Agreement is signed in Richmond, Nova Scotia, this 17, day of January, 2021

For the Municipality
Of the County of Richmond:

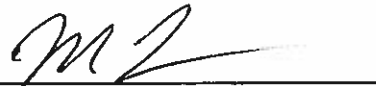


Don Marchand
Chief Administrative Officer



Amanda Mombourquette
Warden

For the Nova Scotia Government
& General Employees Union, Local 161:



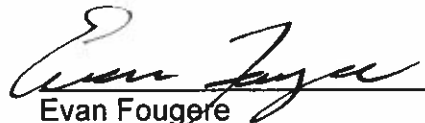
Jason Maclean
President, NSGEU



Rick Wiseman
Chief Negotiator, NSGEU



Kathleen Jeffrey
Bargaining Committee Member, Local 161



Evan Fougere
Bargaining Committee Member, Local 161

Appendix “C” - Retirement Benefit – Article 31.07

Kathleen Jeffrey

Anne McNamara

Kristina Kean

Clint Samson

Carla Martell

Shaun Boudreau

Kevin Pardy

Cecil Frost

Delbert Matthews

Andre Leblanc

Daniel Bowen

Evan Fougere

Charlene Short

Jerome Ford

Ronalda Boudreau

Sharla Sampson

Appendix "A" – Wages

Table "A"

Wages – Effective on the date of signing

Level Category	Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodian/Customer Service/ Ice/Entry	2	\$21,01	\$21,54	\$22,08	\$22,62	\$23,16	\$23,69
Clerical/Labour	3	\$43,137	\$45,294	\$47,452	\$49,609	\$51,766	\$53,923
Admin/Trade	4	\$46,508	\$48,833	\$51,158	\$53,483	\$55,808	\$58,133
Senior Administrative / Senior Trade	5	\$50,253	\$52,766	\$55,278	\$57,792	\$60,304	\$62,817
Specialist	6	\$54,373	\$57,091	\$59,811	\$62,528	\$65,248	\$67,965
Officer	7	\$59,992	\$62,992	\$65,991	\$68,991	\$71,991	\$74,989
Manager	8	\$65,610	\$68,891	\$72,171	\$75,452	\$78,733	\$82,014

Wages as of date of signing shall remain unchanged based on the wage scale above. The parties recognize that some Employees are currently between steps on this wage scale

Table "B"

Wages – Effective April 1, 2022 (2% increase)

Level Category	Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodian/Customer Service/ Ice/Entry	2	\$21,43	\$21,97	\$22,52	\$23,07	\$23,62	\$24,16
Clerical/Labour	3	\$44,000	\$46,200	\$48,401	\$50,601	\$52,801	\$55,002
Admin/Trade	4	\$47,438	\$49,810	\$52,181	\$54,553	\$56,924	\$59,296
Senior Administrative / Senior Trade	5	\$51,258	\$53,821	\$56,384	\$58,948	\$61,510	\$64,073
Specialist	6	\$55,461	\$58,233	\$61,007	\$63,779	\$66,553	\$69,324
Officer	7	\$61,192	\$64,252	\$67,311	\$70,371	\$73,431	\$76,489
Manager	8	\$66,922	\$70,269	\$73,614	\$76,961	\$80,308	\$83,654

Employees who are between steps shall move to the next highest salary on the scale.

Table "C"

Wages – Effective April 1, 2023 (2% increase)

Level Category	Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodian/Customer Service/ Ice/Entry	2	\$21,86	\$22,41	\$22,97	\$23,53	\$24,09	\$24,64
Clerical/Labour	3	\$44,880	\$47,124	\$49,369	\$51,613	\$53,857	\$56,102
Admin/Trade	4	\$48,387	\$50,806	\$53,225	\$55,644	\$58,062	\$60,482
Senior Administrative / Senior Trade	5	\$52,283	\$54,897	\$57,512	\$60,127	\$62,740	\$65,355
Specialist	6	\$56,570	\$59,398	\$62,227	\$65,055	\$67,884	\$70,711
Officer	7	\$62,416	\$65,537	\$68,657	\$71,778	\$74,900	\$78,019
Manager	8	\$68,260	\$71,674	\$75,086	\$78,500	\$81,914	\$85,327

Table "D"

Wages – Effective April 1, 2024 (2% increase)

Level Category	Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodian/Customer Service/ Ice/Entry	2	\$22,30	\$22,86	\$23,43	\$24,00	\$24,57	\$25,13
Clerical/Labour	3	\$45,778	\$48,067	\$50,356	\$52,645	\$54,934	\$57,224
Admin/Trade	4	\$49,355	\$51,822	\$54,290	\$56,757	\$59,223	\$61,692
Senior Administrative / Senior Trade	5	\$53,329	\$55,995	\$58,662	\$61,330	\$63,995	\$66,662
Specialist	6	\$57,701	\$60,586	\$63,472	\$66,356	\$69,242	\$72,125
Officer	7	\$63,664	\$66,848	\$70,030	\$73,214	\$76,398	\$79,579
Manager	8	\$69,625	\$73,108	\$76,588	\$80,070	\$83,552	\$87,034