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NOVA SCOTIA PUBLIC EMPLOYEES			

COLLECTIVE AGREEMENT

BETWEEN

CITY OF DARTMOUTH

AND

NOVA SCOTIA UNION OF PUBLIC EMPLOYEES-UNIT #1

JANUARY 1, 1981 - DECEMBER 31, 1982

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AGREEMENT made in duplicate as of the 1st day of January, A.D. 1981

BETWEEN : CITY OF DARTMOUTH, a body corporate,  
hereinafter called the "City",

OF THE ONE PART

- and -

NOVA SCOTIA UNION OF PUBLIC EMPLOYEES,  
Unit #1, hereinafter called "The Union"

OF THE OTHER PART

WHEREAS this agreement is entered into by each of the parties hereto for the purpose of promoting co-operation and harmony and to set out the agreement covering rates of pay, hours of work, and certain other conditions of employment;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 - RECOGNITION

1.01 The City recognizes the Union as the sole bargaining agent for the unit of employees as set out in Certification Order (5) of the Nova Scotia Labour Relations Board.

1.02 All employees covered by Certification Order shall be classified under one of the classifications and rates of pay listed in Article 6 herein and Schedule "A" attached hereto.

1.03 No employee shall be required or permitted to make any written or verbal agreement with the City or its representative which may conflict with the terms of this collective agreement.

1.04 There shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or any other matter by reason of age, race, colour, national origin, political or religious affiliation, sex or marital status, or by reason of his membership or activity in the Union.

1.05 Employees within the jurisdiction of the Union shall take the pledge of membership at a regular Union meeting within 90 days of being employed by the City.

1.06 The term "employee", as used throughout this agreement refers to both the masculine and the feminine.

ARTICLE 2 - GENERAL CONDITIONS

**2.01** The Union shall be permitted to post notices of meetings and Union activities at places mutually agreed upon by the City and the Union.

**2.02** Notices regarding Union activities may be posted in any of the following locations:

Janitor's Room in all Schools	Employee's Offices
School Maintenance Shop	Greenhouse
Lake Lamont Pump House	Temporary Offices on City Projects
Operations Centre: Office and Lunch Room	Beazley Field
Water Department: City Hall	Kinsmen Rink
Police Station	Bowles Rink
Findlay Community Centre	Grey Rink
	Employee's Locker Rooms

\* **2.03** There shall be an Employee Management Committee for the better administration of this agreement. The Committee shall meet regularly, and written minutes shall be kept of its deliberations and decisions. The City's representatives on the Committee shall be the City Administrator or his designate, the City Engineer or his designate, the Director of the Department of Recreation or his designate, and the Engineer in Charge of the Water Utility. The Union's representatives on the Committee shall be the President, or his designate, the Shop Stewards of the departments concerned with the matters to be discussed and the Union's Business Agent to a maximum of four (4) Union representatives at any one time,

**2.04** A copy of all correspondence between the parties to this agreement shall be sent to the Union's Recording Secretary for Union files.

\* **2.05** The City shall advise the Union of anticipated requirements for staffing, in the classifications set out in this agreement, including change in work as a result of major technological change and the closing of buildings or facilities.

**2.06** Every new employee shall serve a 90-day probationary period during which time he may be dismissed without recourse to the grievance procedure unless the Union claims discrimination as referred to in Article 1.04 of this agreement. After completion of the 90-day period, seniority shall be effective from the first day of employment.

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\* Asterisk indicates change in wording from previous collective agreement

2.07 Foremen and Supervisors shall not **do** work properly belonging to the jurisdiction **of** the Union, except **for** training purposes **or** in the event **of** a strike.

2.08 When any supervisor, management person, or other employee **is** required or regularly expected to make written assessments of an employee, such written assessment shall **be** made available to the assessed employee in order that he may be aware of his records **and** also to give him an opportunity to object **if** he wishes.

2.09 The City shall endeavour in all instances to do work with **its** own forces including supervisory work, with its own equipment, and with its own employees. However, the right to let **all** or **any** work on contract is vested in the City.

2.10 In inclement weather, employees shall be, whenever possible, transported to and from their work in covered trucks **or** automobiles.

2.11 Truck drivers shall be responsible **for** and assist in loading **and** unloading their vehicles. They shall be responsible **for** safe use of the vehicle to which they may be assigned **from** time to time.

2.12 Meter readers in the Water Department shall **be** supplied with identifying uniforms. They shall also be supplied with two pairs of pants, three shirts, overshoes and a winter jacket.

2.13 Rink operators and assistant rink operators shall be provided with suitable identifying clothing while they are on duty in **the** rinks.

2.14 Pump house operators shall be supplied with a pair **of** coveralls and **a** pair of gloves.

2.15 Employees required to remain at the **job** site shall **be** provided with a properly equipped mobile lunch room for washing and also **for** eating lunch indoors during inclement weather.

2.16 All employees **are** entitled **to a five (5) minute** wash up period **immediatley** prior **to** lunch and **immediately** prior **to** the end of the work day,

### ARTICLE 3 - UNION SECURITY

3.01 It shall **be** a condition **of** employment that each employee **shall** become and remain a **member** of the Union, and **he** shall sign and deliver to the City **an** irrevocable check-off authorization.

3.02 The deductions **of** initiation fees and Union dues **made by** **the** City pursuant to Article 3.01 shall be transmitted monthly to the Union accompanied by **a** list of employees added **or** deleted **and** reasons therefor.

ARTICLE 4 - SENIORITY

4.01 Every employee shall accumulate seniority from the first day of employment and the provision of Article 2.04 shall be applicable for the first ninety (90) days.

4.02 Seniority is defined as length of service in the bargaining unit. Those employees with the greatest seniority shall be considered first for promotions, transfers and recall and last for demotions and layoffs.

4.03 An employee shall not lose seniority rights nor seniority if he is absent from work because of sickness, accident, lay-off or leave of absence approved by the City Administrator or his designate.

An employee shall only lose his seniority in the event:

1. He is discharged for just cause and is not reinstated;
2. He resigns or leaves of his own accord;
3. He is absent from work in excess of 5 working days without notifying the employer, and without just cause;
4. After a lay-off he fails to return to work within five (5) working days, after being notified by registered mail or personal telephone call to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the employer informed of his current address.

4.04 An employee shall not be promoted to a more senior position even though entitled on the basis of seniority if he is mentally or physically incapable of performing duties of the more senior position.

4.05 A seniority and classification list shall be posted not later than the last day of January of each year and a copy shall be given to the Union.

ARTICLE 5 - VACANCIES, APPOINTMENTS, PROMOTIONS, LAYOFFS

5.01 Ability being sufficient to do the job, seniority shall be the governing factor in layoffs, rehiring, promotions, demotions and transfers.

5.02 Job Positions: When a vacancy occurs or a new position is created, the City shall notify the Union in writing and post notice of the position in the locations listed in Article 2.02 for a minimum of two weeks in order that all members of this Union and the Nova Scotia Union of Public Employees, Unit #2 will know about the position and be able to make written application therefor.

5.03 Information in Postings: The notices referred to in Article 5.02 shall contain the following information: nature of position; qualifications required including: education and **skills**; shift; and wage or salary rate. Qualifications shall not be established in an arbitrary or discriminatory manner.

5.04 Vacancies in Labourer Classification: Vacancies in the Labourer Classification shall be posted in the same way as other vacancies are posted.

5.05 No Outside Advertising: No outside advertisement for additional employees shall be made until present employees have had a full opportunity to apply. The City may advertise pursuant to Article 5.02; if a qualified applicant from within the Union has not applied.

5.06 Recognition of Seniority: Both parties recognize:

- (1) The right of promotion within the service of the City;
- (2) That opportunity **for** promotion should increase in proportion to length of service,

5.07 Method of Making Appointments: In making staff changes, transfers or promotion, the City shall appoint the applicant with the greatest seniority and having the required qualifications. Appointments from within the Union's jurisdiction shall be made within three weeks after the closing date for applications.

5.08 Trial Period: The successful applicant shall have a trial period of two months from the date of appointment. Conditional on satisfactory service, such trial promotion shall become permanent after the period of two months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, **or if** the employee finds himself unable to perform the duties of the new position, he shall be returned to his **former** position without **loss** of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions **shall also be** returned to his former position without **loss of** seniority and wage **or** salary.

5.09 Promotions Requiring Higher Qualifications: In cases of promotion requiring higher qualifications or certification, **the** City shall, prior to filling a vacancy, give consideration to **the** senior employee who, although he does not possess the required qualifications is preparing to qualify. When promoted, the employee shall be given an opportunity to qualify within a reasonable length of time and to revert to his **former** position if the required qualifications are not met within such time.

\* 5.10 Union Notification: The Union shall **be** notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment within 10 working days of such appointment, hiring, layoff, transfer, recall or termination of employment.

5.11 All permanent employees shall be medically **fit for** promotions and transfers for which they are applying.

5.12 A medical examination by a duly qualified medical practitioner acceptable to the City, shall be required **for** all employees applying for new positions, promotions and transfers.

#### ARTICLE 6 - CLASSIFICATION AND PAY RATES

6.01 The classification and pay rates **for** the Union are set out in Schedule "A" attached hereto.

6.02 Employees shall be paid for time worked only, except where otherwise specified in this agreement.

6.03 A crew of four or **more** persons not under the immediate supervision of a foreman shall be supervised by a lead man who shall receive ten cents per hour above the rate of the highest paid man under his supervision.

6.04 Any employee temporarily assigned to do **work** in a lower classification than his own, shall **be** paid **at** his regular rate of pay.

6.05 Any employee performing work in a higher classification than his own shall be paid the rate of pay **for** that higher classification immediately, and shall remain at that rate while employed in the higher classification.

6.06 Shift workers at the Pumphouse, Rinks, and Community Centres shall be paid a **shift** differential of 20 cents per hour for the **4:00 p.m.** to 12:00 midnight shift, and 30 cents per hour for the 12 midnight to 8:00 a.m. shift.

6.07 Labourers shall **be** paid the truck drivers' rate when operating small equipment, such as bombardiers, **farm** tractors, rollers or bobcats.

6.08 Labourers working in the Rinks shall only be classified as Assistant Rink Operators and paid **the** Assistant Rink Operator's rate while working in the Rinks.

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\* Asterisk indicated change in wording from previous collective agreement.



ARTICLE 7 - WORKING HOURS

7.01 Except **as** provided in Article 7.02; 7.03; and 7.04; the regular hours of work shall **be** eight (8) hours per **day**, Monday to Friday inclusive, from **7:30 a.m.** to Noon and from **12:30 p.m.** to **4:00 p.m.**

7.02 The regular hours **of** work for shift workers, Rink Operators and Pumphouse Operators shall average forty (40) hours per week in accordance with a revolving shift schedule as agreed to by the parties. Any work performed other than during an employee's regular shift cycle of work shall be overtime **and** shall be paid for at prevailing overtime rates.

7.03 Recreation Department hours shall be 7:30 a.m. to 12:00 Noon and 12:30 p.m. to 4:00 p.m. Rink Operators shall work a revolving shift to average forty (40) hours per week.

7.04 Hours of work for meter readers shall be **8:30 a.m.** to **12:00 Noon** and 12:30 to 5:00 p.m., Monday through Friday.

ARTICLE 8 - OVERTIME

8.01 The City shall have a right to call anyone for overtime work when the City deems such work is necessary but overtime shall be distributed equitably. However, the right to assign equipment or vehicles to operators or drivers is vested in the City, and in an emergency, operators **or** drivers may be chosen without regard to the employee regularly employed.

8.02 Any work performed other than during **the** regular hours of work herein provided shall constitute overtime and shall be paid **for** at the rate of time and one-half, except where double time **is** payable.

8.03 That **portion** of continuous overtime work **that is** in excess of eight (8) hours duration shall be paid for **at** double the regular rate. This rate shall continue until the employee **has a rest period of at least eight (8) hours.**

8.04 No employee shall be required to work **for** more than twenty-four hours continuously. After twenty-four hours **the** employee shall be given at least an eight hour break. **An** employee shall be paid **for** any regular working hours that fall within this rest period at his straight rate.

8.05 Instead of cash payment for overtime, an employee may choose to receive time **off** at the appropriate overtime rate, **at a time** mutually selected by the employee and **the** City, provided **that time off is** requested **at** least one week in advance. **If such time cannot be** mutually agreed upon, the employee shall be paid the **appropriate** overtime rate. Overtime, **as** accumulated, shall not **be** carried forward from one calendar year to another.

ARTICLE 9 - EVENING AND STANDBY DUTY SHIFT

9.01 The City, may, from time to time, establish, amend and revoke a standby duty roster and participation by employees in standby duty shall be voluntary. After an employee volunteers for standby duty on the City's standby roster, he shall be required to give three (3) months notice of his intention to remove his name from that roster.

9.02 Employees on the standby duty roster shall be required to work an evening and standby duty shift for eight-day periods, on a revolving basis, as their names appear on the standby duty roster. The standby duty shift shall be as follows:

Monday, 1st Day of Shift	-	4:00 p.m.	-	12 midnight
Tuesday, 2nd Day of Shift	-	12:00 midnight	-	7:30 a.m. (on call)
		4:00 p.m.	-	12:00 midnight
Wednesday, 3rd Day of Shift	-	12:00 midnight	-	7:30 a.m. (on call)
		4:00 p.m.	-	12:00 midnight
Thursday, 4th Day of Shift	-	12:00 midnight	-	7:30 a.m. (on call)
		4:00 p.m.	-	12:00 midnight
Friday, 5th Day of Shift	-	12:00 midnight	-	7:30 a.m. (on call)
		4:00 p.m.	-	12:00 midnight

From Monday to Friday, during the hours of 4:00 p.m. - 12:00 midnight, the employee shall be at work in the Operations Centre, when not on call outs, and be required to carry out duties assigned to him. During the hours 12:00 midnight - 7:30 a.m., the employee shall not be required to remain at the Operations Centre, but shall be available for work and make known to the City a place at which he can be immediately contacted at all times.

Saturday, 6th Day of Shift	-	12:00 midnight	-	7:30 a.m. (on call)
		7:30 a.m.	-	12:00 Noon
		12:00 Noon	-	12:00 midnight
				(on call)

Sunday, 7th Day of Shift	-	12:00 midnight Saturday		
		12:00 midnight (Sunday on call)		

On Saturday, the employee shall be at work at the Operations Centre during the hours 7:30 a.m. to 12:00 Noon and carry out duties assigned to him. During the rest of Saturday and on Sunday, the employee shall be available for work and make known to the City a place at which he can be immediately contacted at all times.

Monday, 8th Day of Shift	-	12:00 midnight	-	7:30 a.m. (on call)
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On Monday, the 8th Day of Shift, during the hours of 12:00 midnight to 7:30 a.m. the employee shall be available for work and make known to the City a place at which he can be immediately contacted at all times.

**9.03** An employee on the evening and standby duty shift shall be paid on the following basis:

Monday, 1st Day of Shift through Friday, 5th Day of Shift inclusive **15½** hours at the straight time rate and a shift differential of 20 cents per hour for 4:00 p.m. to 12:00 midnight and 30 cents per hour for 12 midnight to 7:30 a.m.

Saturday, 6th Day of Shift - **4½** hours at time and one-half rate, 4 hours at straight time rate; and pay at time and one-half rate for actual hours worked beyond 12:00 Noon.

Sunday, 7th Day of Shift - 4 hours at time and one-half rate: and pay at double time rate for actual hours worked;

Monday, 8th Day of Shift - 8 hours at the straight time rate and a shift differential of 30 cents per hour for the hours 12:00 midnight to 7:30 a.m.

**9.04** At the end of the standby duty shift, the employee's regular work week shall commence at 7:30 a.m. on the immediately following Tuesday.

#### ARTICLE 10 - CALLOUT PAY

**10.01** When an employee is called for duty outside his regular hours, his pay shall be calculated from the time he reports. The employee shall be guaranteed a minimum of four (4) hours pay at the straight time rate for each such callout. This shall not apply to employees on standby duty, nor shall it apply to employees during regular working days between the hours of 6:00 a.m. to 8:30 a.m. inclusive.

#### ARTICLE 11 - HOLIDAY PAY

**11.01** All employees shall be paid for the regular working hours for the holidays listed below provided such employees actually work the full working day preceding and the full working day following such holidays, unless the employee is sick and a doctor's certificate is presented.

**11.02** The holidays shall be:

New Year's Day  
Good Friday  
Victoria Day  
Dominion Day  
Dartmouth Natal Day  
Remembrance Day

Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Halifax Natal Day (½ day)  
Any other day declared a Civic Holiday by Dartmouth City Council

**11.03** Any work performed on Sundays or holidays shall be paid for at the rate of double time.

**11.04** Employees who work on any of the holidays listed in Article 11.02 shall receive payment as described in Article 11.03 in addition to payment for holidays as described in Article 11.01.

**11.05** When an employee working as a shift worker on a temporary basis has scheduled days off which fall on a holiday referred to in Article 11.02 the employee shall receive holiday pay of eight hours at the regular rate.

#### ARTICLE 12 - VACATIONS

**12.01** Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

- (a) less than 1 year of service - 1½ working days for each month worked;
- (b) 1-15 years of service - 3 weeks per annum
- (c) 15-20 years of service - 4 weeks per annum
- (d) 20 years of service or more - 5 weeks per annum

**12.02** When a Statutory Holiday falls within an employee's vacation period, he shall be entitled to an additional day of vacation.

**12.03** The time for an employee to take his vacation may be agreed between the employee and the City; but the City reserves the right to control the time at which employees take their vacation so as not to impair the City's work program.

**12.04** Employees may, upon giving at least ten (10) days notice, receive, on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation,

**12.05** Seasonal employees shall receive their vacation credits at the termination of seasonal employment in each year.

ARTICLE 13 - SICK LEAVE & COMPENSATION

13.01 Paid sick leave shall be granted to an employee who, through illness, is unable to perform work for the City. However, the supervisor may request a certificate from a qualified medical practitioner during the period of absence, and send a doctor representing the City, if he so desires, to confirm the employee's stated reasons for being absent from work.

13.02 During the first five years of the employee's service, the City shall not pay more than thirty (30) days sick leave benefits in any one year, except on the written authorization of the City Administrator.

13.03 The Union and the City agree that employees shall report absence from work within a reasonable period of time.

13.04 Following sick leave of any duration, the employee shall report his availability for work to the City as early as possible before reporting for duty.

13.05 When an employee is given a leave of absence without pay for any reason, or is laid off and returns to work upon expiration of such leave of absence, he shall not receive sick leave credit for the period of such absence, but shall retain his cumulative credit, if any existing at the time of such leave or lay off.

13.06 When absent from work because of sickness, an employee shall be paid on the normal payday for each day so accumulated. The City may require a certificate from a qualified Medical Doctor as proof of sickness before any benefits are paid hereunder.

13.07 From the first day of employment, employees shall accumulate sick leave at the rate of two and one-half (2½) days for each month of employment for a total of 260 days, that is a maximum of eight years and eight months employment.

13.08 After eight years and eight months of employment, if an employee has been in receipt of sick benefits for one day or more, he shall then be entitled to begin again to accumulate sick benefits at the rate of one and one-quarter (1¼) days for each month, but this accumulation shall cease when it reaches the maximum of 260 days as referred to in Article 13.07. An employee shall not accumulate sick leave while in receipt of sick leave benefits.

13.09 Sick leave shall be reduced by the number of days the employee is absent and in receipt of sick leave benefits.

13.10 A record of accumulated and used sick leave shall be kept by the City. A record of sick leave used and accumulated sick leave shall be posted along with the seniority and classification list. Any employee is to be advised, on application, of the amount of sick leave accrued to his credit,

13.11 An employee prevented from performing his regular work with the City on account of an occupational accident that is covered by the Workmen's Compensation Act shall receive from the City, the difference between the amount payable by the Workmen's Compensation Board and his regular rate of pay. Pending a settlement of the insurable claim, the employee shall continue to receive his full pay and benefits under this agreement, subject to necessary adjustments. In order to continue receiving his regular salary, the employee shall assign his compensation cheque to the City. The absence of an employee who is receiving compensation under the Compensation Act shall not be charged against the employee's sick leave credits or vacation leave credits. An employee shall continue to accumulate sick leave according to Clause 13.08 while in receipt of Workmen's Compensation.

13.12 Upon retirement, at age 65, any employee, having accrued sick leave to his credit shall receive a cash grant equal to 50 per cent of the value of the accumulated sick leave at his straight time rate; or upon death the employee's estate shall receive 50% of the case value of accumulated sick leave.

#### ARTICLE 14 - COMPASSIONATE LEAVE

- \* 14.01 A regular employee shall be entitled to not more than three (3) calendar days leave of absence with pay and not more than fifteen (15) days leave of absence without pay, immediately following the death of his spouse, child, mother, father, sister, or brother. Paid leave of absence shall apply only to regular working days.
- \* 14.02. A regular employee shall be entitled to two days of leave with pay for the purpose of attending the funeral; of his grandfather, grandmother, mother-in-law, father-in-law, or any relative who, until death, resided with the employee unless the funeral falls on a Monday or a Friday, in which case the number of days of paid leave shall be one. The paid leave of absence shall apply only to regular working days.
- \* 14.03 An employee shall be entitled to one day off with pay for the purpose of attending the funeral of a brother-in-law, sister-in-law, aunt or uncle. The paid leave of absence shall apply only to regular working days.

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\* Asterisk indicates change in wording from previous collective agreement

ARTICLE 15 - UNION LEAVE

15.01 The City may grant to a regular employee **up to five (5) days** leave of absence with **pay for** the purpose of attending conferences when delegated by the Union.

ARTICLE 16 - LEAVE OF ABSENCE FOR JURY DUTY

16.01 The City shall grant leave of absence without **loss** of seniority to an employee who serves as a Juror or Witness in any court. The City shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or as a court witness, excluding payment for travelling, meals or other expenses. The employee shall present proof of service and of the amount received.

ARTICLE 17 - GROUP INSURANCE PLAN

17.01 The employer undertakes to continue the Group Insurance Plan which provides coverage for each employee to the extent of twice the straight time annual earnings of each employee. The City shall continue to contribute at least fifty per cent (50%) of the premium for such coverage.

ARTICLE 18 - PENSION PLAN

\* 18.01 The City shall continue to provide a pension plan for all employees.

\* 18.02 The said pension plan shall be that plan established pursuant to the City of Dartmouth's Pension Plan By-law C-165, as amended, including amendments to and inclusive of By-law C-424 of February 13, 1981.

\* 18.03 The City agrees that **it** will not amend the terms of the said plan, without the consent in writing of the Union, **so as to:**

- (a) reduce the benefits payable to persons entitled to benefits under the plan;
- (b) increase the contributions payable into the pension fund by Union members; or
- (c) change the composition of the Pension Committee

\* 18.04 The parties to this Agreement shall participate in the efforts of the Pension Committee established pursuant to By-law C-424.

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\* Asterisk indicates change in wording from previous collective agreement

\* 18.05

- (a) The City shall instruct the Chairman of the Pension Committee to prepare a written report on the pension plan not later than ~~the~~ 15th day of June, 1982, and to submit same to Council as soon thereafter as practicable and, in any event, not later than the 15th day of July, 1982.
- (b) **If** the Pension Committee does not report to Council as required by Subsection (a), then this Agreement shall **be** re-opened as of the 15th day of July, 1982 **for** renegotiation of all Articles.

ARTICLE 19 - MEDICAL PLAN

\*19.01 The City agrees to pay one-half the cost of Maritime Medical and all current employees shall be encouraged to join the plan. Membership in the plan shall be compulsory for all new employees within one year of employment.

19.02 The City and the Union shall co-operate to encourage employees afflicted with alcoholism to place themselves under a co-ordinated program directed to the objective **of** their rehabilitation.

ARTICLE 20 - JOB SAFETY

20.01 Safety on the **job** and safe working practices in general shall be determined by the Employee/Management Committee and set down in writing in the City's Safety Policy Statement and Safety Program **for** the direction of all concerned.

\* 20.02 The Employee/Management Committee shall operate **as an occupational health committee, and** shall have a continuing concern **with** respect to the health and safety **of** employees **in** the work-place.

\* 20.03 The duties of the committee include:

- (a) the receipt, consideration and disposition of concerns and complaints respecting the safety and health of **employees;**

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• Asterisk indicates change in wording from previous collective agreement



- (b) participation in the identification of risks of the safety or health of employees or other persons, arising out of or in connection with activities in the workplace;
- (e) the development and promotion of measures to protect the safety, health and welfare of employees in the workplace, and checking the effectiveness of such measures;
- (d) the development and promotion of programs for education and information concerning safety and health in the workplace.

20.04 Employees involved in outside operations, as determined by the City, shall be supplied with hard hats and safety boots. Employees shall be required to wear hard hats and safety boots supplied by the City.

#### ARTICLE 21 - GRIEVANCE PROCEDURE

21.01 The Union shall appoint a Grievance Committee of three (3) whose names shall be communicated to the City.

\* 21.02 In the event that differences arise between the City and the Union or any of its members employed by the City as to the meaning and application of the provisions of this Agreement or should any other dispute arise, there shall be no suspension or slowing down of work on account of such differences: but an honest effort shall be made to settle the same in the following manner:

Step 1 - All grievances within ten (10) working days of written notification to the employee shall, in the first instance, be referred to the employee's immediate supervisor.

Step 2 - Failing settlement, the grievance may be taken up by the employee concerned or by the Grievance Committee with the Superintendent in charge.

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\* Asterisk indicates change in wording from previous collective agreement

Step 3 - Failing settlement, the matter may be taken up by the Grievance Committee. A written explanation of the incident being grieved is to be filed with a Management Committee consisting of the City Administrator and the respective Department Head. The Management Committee shall make its decisions known to the Grievance Committee within forty-eight (48) hours of the time of submission of the grievance.

Step 4 - If the employee concerned or the Union is not satisfied with the decision of the Management Committee, the Union may submit the matter to an Arbitration Board which shall be selected as follows:

1. Within twenty (20) days after the decision of the Management Committee, the Union may notify the City in writing of its intention to submit the matter to an Arbitration Board, naming one person to serve on this Board.
2. Within one week after receiving such notice from the Union, the City shall notify the Union in writing naming a person to serve on the Arbitration Board.
3. Within one week of the giving of the notice last referred to, the two persons named to serve on the Arbitration Board shall select a third person to act as Chairman with the Board and shall so notify the City and the Union in writing. If the two persons named cannot agree on a person to act as Chairman, either of them or one of the parties may ask the Minister of Labour for Nova Scotia to appoint a Chairman.
4. Within twenty-one (21) days of the appointment of a Chairman, the Arbitration Board shall render a decision after having heard argument and evidence from the parties to this Agreement.
5. The parties may agree in advance to a single arbitrator.

21.03 The Arbitration Board shall have the power to decrease, increase or otherwise modify penalties in disciplinary or dismissal actions.

21.04 Decisions of the Arbitration Board shall be final and binding upon both the Union and the City.

21.05 Any expenses of, or incurred by, the Arbitration Board shall be shared equally by the City and the Union.

ARTICLE 22 - TERM OF AGREEMENT

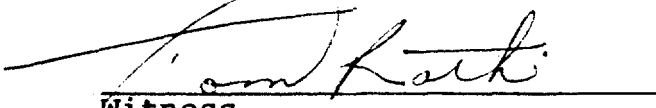
\* 22.01 Subject to Article 18, this Agreement shall come into force on January 1, 1981 and shall remain in effect until December 1, 1982.

22.02 This Agreement may be amended at any time during its term provided the two parties mutually agree in writing to the amendment(s).

22.03 This Agreement shall remain in full force and effect beyond the termination date indicated in Section 22.01 herein unless either party exercises its right to serve notice of intent to negotiate under the terms of the Nova Scotia Trade Union Act,

SIGNED, SEALED AND DELIVERED  
in the presence of

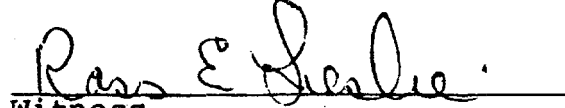
CITY OF DARTMOUTH



Witness



Mayor

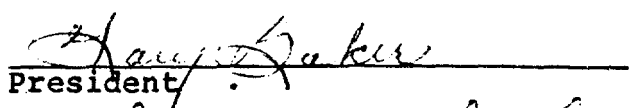


Witness



City Clerk

NOVA SCOTIA UNION OF PUBLIC  
EMPLOYEES, UNIT #1



President



Secretary

\* Asterisk indicates change in wording from previous collective agreement

SCHEDULE "A"

UNIT #1

The following are the classifications and rates of pay referred to in Article 6 - CLASSIFICATION AND PAY RATES:

<u>Classification</u>	<u>1981 Rate</u>	<u>Effective January 1/82</u>	<u>Effective June 1/82</u>
Cemetery Attendant	\$ 8.25	\$ 8.75	\$ 9.00
Labourer	8.17	<b>8.67</b>	8.92
3rd Class Gardener	8.17	8.67	8.92
Asst. Rink Operator	8.22	8.72	8.97
Garbage <b>Truck</b> Loader	8.25	8.75	9.00
Concrete Finisher	8.25	8.75	9.00
Jack <b>Hammer</b> & Pavement Breaker Op.	8.29	8.79	9.04
Meter Shop Asst.	8.30	8.80	9.05
Meter Reader	8.30	8.80	<b>9.05</b>
Truck Driver	8.40	8.90	9.15
Garbage Truck Driver	<b>8.40</b>	8.90	9.15
2nd Class Gardener	8.40	8.90	9.15
<b>1st</b> Class- Gardener	8.52	9.02	9.27
Utility Worker	8.52	<b>9.02</b>	9.27
Rink Operator	8.58	<b>9.08</b>	9.33
Pumphouse Operator	8.58	9.08	9.33
Incinerator Operator	-	-	-
<b>Meter Tester</b> & Repairman	<b>8.70</b>	9.20	9.45
Mechanical Op. General	8.72	9.22	9.47
Mech. Op. 2 1/2 Cu. Yd. <b>Loader</b>	8.72	9.22	9.47
Mech. Op. Motor Grader	8.84	9.34	9.59
Mechanic	9.72	10.22	10.47
<b>Assistant Foreman</b>	8.88	9.38	9.63
Mech. Op. 1 Cu. Yd. <b>Back Woe</b>	8.92	9.42	9.67
Carpenter	9.14	9.64	9.89
Plumber and Pipe Fitter	9.72	<b>10.22</b>	<b>10.47</b>
Electrician	9.72	10.22	10.47
Welder	9.72	<b>10.22</b>	10.47
Storesman	8.46	9.02	9.27
Arborist	8.70	9.02	9.45
Small Equipment Maintenance Repairman	8.70	<b>9.20</b>	<b>9.45</b>

Apprentices to Trades:

Apprentices will start at 60% of the tradesmen's rate. They will receive a 5% increase every six months until they reach the trademen's rate subject to successful completion of their training program.



C.A. MOIR  
CITY ADMINISTRATOR

# City of Dartmouth

P.O. BOX 817  
DARTMOUTH, NOVA SCOTIA  
B2Y 3Z3

June 12, 1981

Mr. Gary Baker  
President  
Nova Scotia Union of  
Public Employees  
P. O. Box 2065  
Dartmouth, Nova Scotia  
B2Y 3X8

Dear Mr. Baker:

This is to confirm and acknowledge that the following matters arising out of the negotiations of new Collective Agreements with the Nova Scotia Union of Public Employees have been referred to the respective Employee/Management Committees for the Works Department, Water Utility and Recreation Department of the City of Dartmouth and the City of Dartmouth School Board.


1. Vern Terris of the School Maintenance Department is to be reclassified from the Utility Worker rate to the Carpenter rate. This increase in his wage rate recognizes the changes in his work duties and responsibilities. The Employee/Management Committee of the School Board is to consider an appropriate classification for Mr. Terris and, if agreement can be reached, it is to be recommended for approval to the Superintendent of Schools.
2. The Employee/Management Committee of the School Board is to review the classification and rate of pay for Clayton Harris and any change agreed to by the Employee/Management Committee is to be recommended for approval to the Superintendent of Schools.
3. The Employee/Management Committee of the no. 1 Agreement, Works Department, Water Utility and Recreation Department, is to review the classification and rate of pay for Mel Deveau and any change that is agreed upon is to be recommended for approval to the City Administrator,



Mr. Gary Baker  
June 12, 1981  
Page 2

4. The Employee/Management Committee of the School Board is to consider the implementation of a system of flexible hours for janitors who are employed at a school where there are no scheduled classes or activities on Friday evening on the 3:00 p.m. to 11:00 p.m. shift. Recommendations from the Employee/Management Committee are to be made to the Superintendent of Schools for approval and implementation.
  
5. The Employee/Management Committees of the School Board and the City are to examine the establishment of a long term illness and injury leave bank and a long term disability insurance plan. The examination shall include analysis of the relative costs and benefits of the long-term illness and injury leave bank and long term disability insurance as alternative means of providing more comprehensive protection to employees in the event of illness or injury. The examination will be carried out with the aid of actuarial and insurance plan specialists appointed by the City. Following completion of the examination a written report and recommendations will be submitted to City Council and the School Board. The Employee/Management Committees shall undertake to complete the examination and submit its written report and recommendations by no later than March 1, 1982.

CITY OF DARTMOUTH

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk-Treasurer

SOURCE	City		
EFF.	01	01	80
TERM.	31	12	80
No. OF EMPLOYEES	155		
NOM. RE D'EMPLOYES			

COLLECTIVE AGREEMENT

BETWEEN

CITY OF DARTMOUTH

AND

NOVA SCOTIA UNION OF PUBLIC  
EMPLOYEES - UNIT #1

JANUARY I, 1980 TO DECEMBER 31, 1980

JUN 27 1980

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AGREEMENT made in duplicate as of the 1st day of January, A.D. 1980

BETWEEN : CITY OF DARTMOUTH, a body corporate,  
hereinafter called the "City",

OF THE ONE PART

- and -

NOVA SCOTIA UNION OF PUBLIC EMPLOYEES,  
Unit #1, hereinafter called "The Union"

OF THE OTHER PART

WHEREAS this agreement is entered into by each of the parties hereto for the purpose of promoting co-operation and harmony and to set out the agreement covering rates of pay, hours of work, and certain other conditions of employment;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 - RECOGNITION

1.01 The City recognizes the Union as the sole bargaining agent for the unit of employees as set out in Certification Order (5) of the Nova Scotia Labour Relations Board.

1.02 All employees covered by Certification Order shall be classified under one of the classifications and rates of pay listed in Article 6 herein and Schedule "A" attached hereto.

1.03 No employee shall be required or permitted to make any written or verbal agreement with the City or its representative which may conflict with the terms of this collective agreement.

1.04 There shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or any other matter by reason of age, race, colour, national origin, political or religious affiliation, sex or marital status, or by reason of his membership or activity in the Union

1.05 Employees within the jurisdiction of the Union shall take the pledge of membership at a regular Union meeting within 90 days of being employed by the City.

1.06 The term "employee", as used throughout this agreement refers to both the masculine and the feminine.

ARTICLE 2 - GENERAL CONDITIONS

2.01 The Union shall be permitted to post notices of meetings and Union activities at places mutually agreed upon by the City and the Union.

\*2.02 Notices regarding Union activities may be posted in any of the following locations:

Janitor's Room in all Schools	Employee's Offices
School Maintenance Shop	Greenhouse
Lake Lamont Pump House	Temporary Offices on City Pro:
Operations Centre: Office and	Beazley Field
Lunch Room	Kinsmen Rink
Water Department: City Hall	Bowles Rink
Police Station	Gray Rink
Findlay Community Centre	Employee's Locker Rooms

2.03 A copy of all correspondence between the parties to this agreement shall be sent to the Union's Recording Secretary for Union Files.

2.04 Every new employee shall serve a 90-day probationary period during which time he may be dismissed without recourse to the grievance procedure unless the Union claims discrimination as referred to in Article 1.04 of this agreement. After completion of the 90-day period, seniority shall be effective from the first day of employment.

2.05 Foremen and Supervisors shall not do work properly belonging to the jurisdiction of the Union, except for training purposes or in the event of a strike.

2.06 When any supervisor, management person, or other employee is required or regularly expected to make written assessments of an employee, such written assessment shall be made available to the assessed employee in order that he may be aware of his records and also to give him an opportunity to object if he wishes.

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\* Asterisk indicates change in wording from previous collective agreement.

2.07 The City shall endeavour in all instances to do work with its own forces including supervisory work, with its own equipment, and with its own employees. However, the right to let all or any work on contract is vested in the City.

2.08 In inclement weather, employees shall be, whenever possible, transported to and from their work in covered trucks or automobiles.

2.09 Truck drivers shall be responsible for and assist in loading and unloading their vehicles. They shall be responsible for safe use of the vehicle to which they may be assigned from time to time.

2.10 Meter readers in the Water Department shall be supplied with identifying uniforms. They shall also be supplied with two pairs of pants, three shirts, overshoes and a winter jacket.

2.11 Rink operators and assistant rink operators shall be provided with suitable identifying clothing while they are on duty in the rinks.

2.12 Pump house operators shall be supplied with a pair of coveralls and a pair of gloves.

2.13 Employees required to remain at the job site shall be provided with a properly equipped mobile lunch room for washing and also for eating lunch indoors during inclement weather.

2.14 All employees are entitled to a five (5) minute wash up period immediately prior to lunch and immediately prior to the end of the work day.

2.15 Employees involved in outside operations, as determined by the City, shall be supplied with hard hats and safety boots. Employees shall be required to wear hard hats and safety boots supplied by the City.

### ARTICLE 3 - UNION SECURITY

3.01 It shall be a condition of employment that each employee shall become and remain a member of the Union, and he shall sign and deliver to the City an irrevocable check-off authorization.

3.02 The deductions of initiation fees and Union dues made by the City pursuant to Article 3.01 shall be transmitted monthly to the Union accompanied by a list of employees added or deleted and reasons therefor.

ARTICLE 4 - SENIORITY

4.01 Every employee shall accumulate seniority from the first day of employment and the provision of Article 2.04 shall be applicable for the first ninety (90) days.

4.02 Seniority is defined as length of service in the bargaining unit. Those employees with the greatest seniority shall be considered first for promotions, transfers and recall and last for demotions and layoffs.

4.03 An employee shall **not** lose seniority rights nor seniority if he is absent from work because of sickness, accident, lay-off or leave of absence approved by the City Administrator or his Designate.

An employee shall only lose his seniority in the event:

1. He is discharged for just cause and is not reinstated;
2. He resigns or leaves of his own accord;
3. He is absent from work in excess of 5 working days without notifying the employer, and without just cause;
4. After a lay-off he fails to return to work within five (5) working days, after being notified by registered mail or personal telephone call to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the employer informed of his current address.

4.04 An employee shall not be promoted to a more senior position even though entitled on the basis of seniority if he is mentally or physically incapable of performing duties of the more senior position.

4.05 A seniority and classification list shall be psted not later than the last day of January of each year and a copy shall be given to the union.

ARTICLE 5 - VACANCIES, APPOINTMENTS, PROMOTIONS, LAYOFFS

5.01 Ability being sufficient to do the job, seniority shall be the governing factor in layoffs, rehiring, promotions, demotions and transfers.

\*5.02 Job Positons: When a vacancy occurs or a new position is created, the City shall notify the Union in writing and post notice of the position in the locations listed in Article 2.02 for a minimum of two ~%-eelin order that EL- members of this Union and the Nova Scotia Union of Public Employees, Unit #2 will know about the position and be able to make written application therefor.

\* Asterisk indicates change in wording from previous collective agreement.

5.03 Information in Postings: The notices referred to in Article 5.02 shall contain the following information: nature of position; qualifications required including: education and skills; shift; and wage or salary rate. Qualifications shall not be established in an arbitrary or discriminatory manner.

5.04 Vacancies in Labourer Classification: Vacancies in the Labourer Classification shall be posted in the same way as other vacancies are posted.

5.05 No Outside Advertising: No outside advertisement for additional employees shall be made until present employees have had a full opportunity to apply. The City may advertise outside the Union two weeks after the Notice has been posted pursuant to Article 5.02, if a qualified applicant from within the Union has not applied.

5.06 Recognition of Seniority: Both parties recognize:

- (1) The right of promotion within the service of the City;
- (2) That opportunity for promotion should increase in proportion to length of service.

5.07 Method of Making Appointments: In making staff changes, transfers or promotion, the City shall appoint the applicant with the greatest seniority and having the required qualifications. Appointments from within the Union's jurisdiction shall be made within three weeks after the closing date for applications.

5.08 Trial Period: The successful applicant shall have a trial period of two months from the date of appointment. Conditional on satisfactory service, such trial promotion shall become permanent after the period of two months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new position, he shall be returned to his former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority and wage or salary.

5.09 Promotions Requiring Higher Qualifications: In cases of promotion requiring higher qualifications or certification, the City shall, prior to filling a vacancy, give consideration to the senior employee who, although he does not possess the required qualifications is preparing to qualify. When promoted, the employee shall be given an opportunity to qualify within a reasonable length of time and to revert to his former position if the required qualifications are not met within such time.

5.10 Union Notification: The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

\*5.11 All permanent employees shall be medically fit for promotions and transfers for which they are applying.

\*5.12 A medical examination by a duly qualified medical practitioner, acceptable to the City, shall be required for all employees applying for new positions, promotions and transfers.

#### ARTICLE 6 - CLASSIFICATION AND PAY RATES

6.01 The classification and pay rates for the Union are set out in Schedule "A" attached hereto.

6.02 Employees shall be paid for time worked only, except where otherwise specified in this agreement.

6.03 A crew of four or more men not under the immediate supervision of a foreman shall be supervised by a lead man who shall receive ten cents per hour above the rate of the highest paid man under his supervision.

6.04 Any employee temporarily assigned to do work in a lower classification than his own, shall be paid at his regular rate of pay.

6.05 Any employee performing work in a higher classification than his own shall be paid the rate of pay for that higher classification immediately, and shall remain at that rate while employed in the higher classification.

\*6.06 Shift workers at the Pumphouse, Rinks, and Community Centres shall be paid a shift differential of 20 cents per hour for the 4:00 p.m. to 12:00 midnight shift, and 30 cents per hour for the 12 midnight to 8:00 a.m. shift.

\* 6.07 Labourers shall be paid the **truck** drivers' rate when operating small equipment, such as bombardiers, farm tractors, rollers or **bobcats**.

6.08 Labourers working in the Rinks shall only be classified as Assistant Rink Operators and paid the Assistant Rink Operator's rate while working in the Rinks.

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\* Asterisk indicates change in wording from previous collective agreement.

\*6.09 The Mechanic's rate shall be the same as that of the Electrician's, commencing in 1981, and their rate for 1980 shall be set as if it had been \$7.88 per hour at the end of the last collective agreement.

#### ARTICLE 7 - WORKING HOURS

7.01 Except as provided in Article 7.02, 7.03, and 7.04, the regular hours of work shall be eight (8) hours per day, Monday to Friday inclusive, from 7:30 a.m. to Noon and from 12:30 p.m. to 4:00 p.m.

7.02 The regular hours of work for shift workers, Rink Operators and Pumphouse Operators shall average forty (40) hours per week in accordance with a revolving shift schedule as agreed to by the parties. Any work performed other than during an employee's regular shift cycle of work shall be overtime and shall be paid for at prevailing overtime rates.

7.03 Recreation Department hours shall be 7:30 a.m. to 12:00 Noon and 12:30 p.m. to 4:00 p.m. Rink Operators shall work a revolving shift to average forty (40) hours per week.

7.04 Hours of work for meter readers shall be 8:30 a.m. to 12 Noon and 12:30 to 5:00 p.m., Monday through Friday.

#### ARTICLE 8 - OVERTIME

8.01 The City shall have the right to call anyone for overtime work when the City deems such work is necessary but overtime shall be distributed equitably. However, the right to assign equipment or vehicles to operators or drivers is vested in the City, and in an emergency, operators or drivers may be chosen without regard to the employee regularly employed.

8.02 Any work performed other than during the regular hours of work herein provided shall constitute overtime and shall be paid for at the rate of time and one-half, except where double time is payable.

8.03 That portion of continuous overtime work that is in excess of eight (8) hours duration shall be paid for at double the regular rate. This rate shall continue until the employee has a rest period of at least eight (8) hours.

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\* Asterisk indicates change in wording from previous collective agreement.

- \*8.04 No employee shall be required to work for more than twenty-four hours continuously. After twenty-four hours the employee shall be given at least an eight hour break. An employee shall be paid for any regular working hours that fall within this rest period at his straight time rate.
- \*8.05 Employees shall be permitted to take time off in lieu of overtime, provided that time off is requested at least one week in advance and provided that permission is granted by the City. The City reserves full authority and discretion, for whatever reasons it deems appropriate, to deny requests for time off in lieu of overtime. Overtime, as accumulated, shall not be carried over from one calendar year to another.

ARTICLE 9 - EVENING AND STANDBY DUTY SHIFT

9.01 The City may, from time to time, establish, amend and revoke a standby duty roster and participation by employees in standby duty shall be voluntary. After an employee volunteers for standby duty on the City's standby roster, he shall be required to give three (3) months notice of his intention to remove his name from that roster.

- \*9.02 Employees on the standby duty roster shall be required to work an evening and standby duty shift for eight-day periods, on a revolving basis, as their names appear on the standby duty roster. The standby duty shift shall be as follows:

Monday, 1st Day of Shift	-	4:00 p.m.	-	12 midnight
Tuesday, 2nd Day of Shift	-	12:00 midnight	-	7:30 a.m. (on call)
		4:00 p.m.	-	12:00 midnight
Wednesday, 3rd Day of Shift	-	12:00 midnight	-	7:30 a.m. (on call)
		4:00 p.m.	-	12:00 midnight
Thursday, 4th Day of Shift	-	12:00 midnight	-	7:30 a.m. (on call)
		4:00 p.m.	-	12:00 midnight
Friday, 4th Day of Shift	-	12:00 midnight	-	7:30 a.m. (on call)
		4:00 p.m.	-	12:00 midnight

From Monday to Friday, during the hours of 4:00 p.m. - 12:00 midnight, the employee shall be at work in the Operation Centre, when not on call outs, and be required to carry out duties assigned to him. During the hours 12:00 midnight - 7:30 a.m., the employee shall not be required to remain at the Operations Centre, but shall be available for work and make known to the City a place at which he can be immediately contacted at all times.

\* Asterisk indicates change in wording from previous collective agreement.



Saturday, 6th Day of Shift - 12:00 midnight - 7:30 a.m. (on call)  
7:30 a.m. - 12:00 noon  
12:00 noon - 12:00 midnight (on call)

Sunday, 7th Day of Shift - 12:00 midnight Saturday  
12:00 midnight (Sunday on call)

On Saturday, the employee shall be at work at the Operations Centre during the hours 7:30 a.m. to 12:00 noon and carry out duties assigned to him. During the rest of Saturday and on Sunday, the employee shall be available for work and make known to the City a place at which he can be immediately contacted at all times.

Monday, 8th Day of Shift - 12:00 midnight - 7:30 a.m. (on call)

On Monday, the 8th Day of Shift, during the hours of 12:00 midnight to 7:30 a.m., the employee shall be available for work and make known to the City a place at which he can be immediately contacted at all times.

\*9:03 An employee on the evening and standby duty shift shall be paid on the following basis:

Monday, 1st Day of Shift through Friday, 5th Day of Shift inclusive - 15½ hours at the straight time rate and a shift differential of 20 cents per hour for 4:00 p.m. to 12:00 midnight and 30 cents per hour for 12 midnight to 7:30 a.m.

Saturday, 6th Day of Shift - 4½ hours at time and one-half rate, 4 hours at straight time rate; and pay at time and one-half rate for actual hours worked beyond 12:00 Noon.

Sunday, 7th Day of Shift - 4 hours at time and one-half rate; and pay at double time rate for actual hours worked;

Monday, 8th Day of Shift - 7½ hours at the straight time rate and a shift differential of 30 cents per hour for the hours 12:00 midnight to 7:30 a.m.

- 9:04 At the end of the standby duty shift, the employee's regular work week shall commence at 7:30 a.m. on the immediately following Tuesday.

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\* Asterisk indicates changes in wording from previous collective agreement.

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ARTICLE 10 - CALLOUT PAY

10.01 When an employee is called for duty outside his regular hours, his pay shall be calculated from the **time** he reports. The employee shall be guaranteed a minimum of four (4) hours pay at the straight time rate for each such **callout**. This shall not apply to employees on standby duty, nor shall it apply to employees during regular working days between the hours of 6:00 a.m. to 8:30 a.m. inclusive.

ARTICLE 11 - HOLIDAY PAY

11.01 All employees shall be paid for the regular working hours for the holidays listed below provided such employees actually work the full working day preceding and the full working day following such holidays, unless the employee is sick and a doctor's certificate is presented.

11.02 The holidays shall be:

- |                     |  |
|---------------------|--|
| New Year's Day      | Labour Day   |
| Good Friday         | Thanksgiving Day   |
| Victoria Day        | Christmas Day  |
| Dominion Day        | Boxing Day   |
| Dartmouth Natal Day | Halifax Natal Day (½ day)  |
| Remembrance Day     | Any other day declared a Civic Holiday by Dartmouth City Council |

11.03 Any **work** performed on Sundays or holidays shall be paid for at the rate of double time.

11.04 Employees who work on any of the holidays listed in Article 11.02 shall receive **payment** as described in Article 11.03 in addition to payment for holidays as described in Article 11.01.

11.05 When an employee working as a shift worker on a temporary basis has scheduled days off which fall on a holiday referred to in Article 11.02 the employee shall receive holiday pay of eight hours at the regular rate.

ARTICLE 12 - VACATIONS

12.01 Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

- (a) **less** than 1 year of service - 1½ working days for each month worked;
- (b) 1-15 years of **service** - 3 weeks per annum
- (c) 15-20 **years** of service - 4 weeks per annum
- (d) 20 years of service or more - 5 weeks per annum

12.02 When a Statutory Holiday falls within an employee's vacation period, he shall be entitled to an additional day of vacation.

12.03 The time for an employee to take his vacation may be agreed between the employee and the City; but the City reserves the right to control the time at which employees take their vacation so as not to impair the City's work program.

12.04 Employees may, upon giving at least ten (10) days notice, receive, on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation,

12.05 Seasonal employees shall receive their vacation credits at the termination of seasonal employment in each year.

#### ARTICLE 13 - SICK LEAVE & COMPENSATION

\*13.01 Paid sick leave shall be granted to an employee who, through illness, is unable to perform work for the City. However, the supervisor may request a certificate from a qualified medical practitioner during the period of absence, and send a doctor representing the City, if he so desires, to confirm the employee's stated reasons for being absent from work.

13.02 During the first five years of the employee's service, the City shall not pay more than thirty (30) days sick leave benefits in any one year, except on the written authorization of the City Administrator.

\*13.03 The Union and the City agree that employees shall report absence from work within a reasonable period of time.

\*13.04 Following sick leave of any duration, the employee shall report his availability for work to the City as early as possible before reporting for duty.

\*13.05 When an employee is given a leave of absence without pay for any reason, or is laid off and returns to work upon expiration of such leave of absence, he shall not receive sick leave credit for the period of such absence, but shall retain his cumulative credit, if any existing at the time of such leave or lay off.

\*13.06 When absent from work because of sickness, an employee shall be paid on the normal payday for each day so accumulated. The City may require a certificate from a qualified Medical Doctor as proof of sickness before any benefits are paid hereunder.

\* Asterisk indicates changes in wording from previous collective agreement.

14.01 A regular employee shall be entitled to not more than three (3) calendar days leave of absence with pay and not more than fifteen (15) days leave of absence without pay, immediately following the death of his spouse, child, mother or father. Paid leave of absence shall apply only to regular working days.

14.02 A regular employee shall be entitled to one day of leave with pay for the purpose of attending the funeral of his sister, brother, grandfather, grandmother, mother-in-law, father-in-law, or any relative who, until death, resided with the employee. The paid leave of absence shall apply only to regular working days.

14.03 An employee shall be entitled to one-half day off with pay for the purpose of attending the funeral of a brother-in-law, sister-in-law, aunt or uncle. The paid leave of absence shall apply only to regular working days.

#### ARTICLE 15 - UNION LEAVE

\*15.01 The City may grant to a regular employee up to five (5) days leave of absence with pay for the purpose of attending conferences when delegated by the Union.

#### ARTICLE 16 - LEAVE OF ABSENCE FOR JURY DUTY

16.01 The City shall grant leave of absence without loss of seniority to an employee who serves as a Juror or Witness in any court. The City shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or as a court witness, excluding payment for travelling, meals or other expenses. The employee shall present proof of service and of the amount received.

#### ARTICLE 17 - GROUP INSURANCE PLAN

17.01 The employer undertakes to continue the Group Insurance Plan which provides coverage for each employee to the extent of twice the straight time annual earnings of each employee. The City shall continue to contribute at least fifty per cent 50% of the premium for such coverage.

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\* Asterisk indicates changes in wording from previous collective agreement.

- \*13.07 From the first day of employment, employees shall accumulate sick leave at the rate of two and one-half (2½) days for each month of employment for a total of 260 days, that is a maximum of eight years and eight months employment.
- \*13.08 After eight years and eight months of employment, if an employee has been in receipt of sick benefits for one day or more, he shall then be entitled to begin again to accumulate sick benefits at the rate of one and one-quarter (1¼) days for each month, but this accumulation shall cease when it reaches the maximum of 160 days as referred to in Article 13.07. An employee shall not accumulate sick leave while in receipt of sick leave benefits.
- \*13.09 Sick leave shall be reduced by the number of days the employee is absent and in receipt of sick leave benefits.
- \*13.10 A record of accumulated and used sick leave shall be kept by the City. A record of sick leave used and accumulated sick leave shall be posted along with the seniority and classification list. Any employee is to be advised, on application, of the amount of sick leave accrued to his credit.
- \*13.11 An employee prevented from performing his regular work with the City on account of an occupational accident that is covered by the Workmen's Compensation Act shall receive from the City, the difference between the amount payable by the Workmen's Compensation Board and his regular rate of pay. Pending a settlement of the insurable claim, the employee shall continue to receive his full pay and benefits under this agreement, subject to necessary adjustments. In order to continue receiving his regular salary, the employee shall assign his compensation cheque to the City. The absence of an employee who is receiving compensation under the Compensation Act shall not be charged against the employee's sick leave credits or vacation leave credits. An employee shall continue to accumulate sick leave according to Clause 13.05 while in receipt of Workmen's Compensation.
- \*13.13 Upon retirement, at age 65, any employee, having accrued sick leave to his credit shall receive a cash grant equal to 50 per cent of the value of the accumulated sick leave at his straight time rate; or upon death the employee's estate shall receive 50% of the cash value of accumulated sick leave.

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\* Asterisk indicates changes in wording from previous collective agreement.

ARTICLE 18 - PENSION PLAN

18.01 In addition to the Canada Pension Plan, the City shall provide a pension plan for employees to which the City and the employee shall contribute equally.

ARTICLE 19 - MEDICAL PLAN

19.01 The City agrees to pay one-half the cost of Blue Cross and all current employees shall be encouraged to join the plan. Membership in the plan shall be compulsory for all new employees within one year of employment.

19.02 The City and the Union shall co-operate to encourage employees afflicted with alcoholism to place themselves under a co-ordinated program directed to the objective of their rehabilitation.

ARTICLE 20 - JOE SAFETY

20.01 Safety on the job and safe working practices in general shall be determined by the Labour-Management Committee and set down in writing in the City's Safety Policy Statement and Safety Program for direction of all concerned.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.01 The Union shall appoint a Grievance Committee of three (3) whose names shall be communicated to the City.

21.02 In the event that differences arise between the City and the Union or any of its members employed by the City as to the meaning and application of the provisions of this agreement or should any other dispute arise, there shall be no suspension or slowing down of work or account of such differences; but an honest effort shall be made to settle the same in the following manner:

Step 1 - All grievances shall, in the first instance, be referred by the employee concerned or the shop steward to the employee's immediate supervisor.

Step 2 - Failing settlement, the grievance may be taken up by the employee concerned or by the Grievance Committee with the Superintendent in charge.

Step 3 - Failing settlement, the matter may be taken up by the Grievance Committee. A written explanation of the incident being grieved is to be filed with a Management Committee consisting of the City Administrator and the respective Department Head. The Management Committee shall make its decisions known to the Grievance Committee within forty-eight (48) hours of the time of submission of the grievance.

Step 4 - If the employee concerned or the Union is not satisfied with the decision of the Management Committee, the Union may submit the matter to an Arbitration Board which shall be selected as follows:

1. Within twenty (20) days after the decision of the Management Committee, the Union may notify the City in writing of its intention to submit the matter to an Arbitration Board, naming one person to serve on this Board.
2. Within one week after receiving such notice from the Union, the City shall notify the Union in writing naming a person to serve on the Arbitration Board.
3. Within one week of the giving of the notice last referred to, the two persons named to serve on the Arbitration Board shall select a third person to act as Chairman with the Board and shall so notify the City and the Union in writing. If the two persons named cannot agree on a person to act as Chairman, either of them or one of the parties may ask the Minister of Labour for Nova Scotia to appoint a Chairman.
4. Within twenty-one (21) days of the appointment of a Chairman, the Arbitration Board shall render a decision after having heard argument and evidence from the parties to this agreement.
5. The parties may agree in advance to a single arbitrator.

21.03 The Arbitration Board shall have the power to decrease, increase or otherwise modify penalties in disciplinary or dismissal actions.

21.04 Decisions of the Arbitration Board shall be final and binding upon both the Union and the City.

21.05 Any expenses of, or incurred by, the Arbitration Board shall be shared equally by the City and the Union.

ARTICLE 22 - TERM OF AGREEMENT

22.01 This agreement shall come into force on the 1st day of January, 1980 and shall remain in effect until the 31st day of December, 1980.

22.02 This agreement may be amended at any time during its term provided the two parties mutually agree in writing to the amendment(s).

22.03 This agreement shall remain in full force and effect beyond the termination date indicated in Section 22.01 herein unless either party exercises its right to serve notice of intent to negotiate under the terms of the Nova Scotia Trade Union Act.

SIGNED, SEALED, AND DELVIERED  
in the presence of

CITY OF DARTMOUTH

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Clerk

NOVA SCOTIA UNION OF PUBLIC  
EMPLOYEES, UNIT #1

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary



SCHEDULE "A"

The following are the classifications and rates of pay referred to in Article 6 - CLASSIFICATION AND PAY RATES:

<u>Classification</u>	<u>1979 Rate</u>	<u>Effective January 1/80</u>	<u>Effective June 1/80</u>
Cemetery Attendant	\$6.77	\$7.17	\$7.42
Labourer	6.77	7.17	7.42
3rd Class Gardener	6.77	7.17	7.42
Asst. Rink Operator	6.82	7.22	7.47
Garbage Truck Loader	6.85	7.25	7.50
Concrete Finisher	6.85	7.25	7.50
Jack Hammer & Pavement Breaker Op.	6.89	7.29	7.54
Meter Shop Asst.	6.90	7.30	7.55
Meter Reader	6.90	7.30	7.55
Truck Driver	7.00	7.40	7.65
Garbage Truck Driver	7.00	7.40	7.65
2nd Class Gardener	7.00	7.40	7.65
1st Class Gardener	7.12	7.52	7.77
Utility Worker	7.12	7.52	7.77
Rink Operator	7.18	7.58	7.83
Pumphouse Operator	7.18	7.58	7.83
Incinerator Operator	-	-	-
Meter Tester & Repairman	7.30	7.70	7.95
Mechanical Op. General	7.32	7.72	7.97
Mech. Op. 2½ Cu. Yd. Loader	7.32	7.72	7.97
Mech. Op. Motor Grader	7.44	7.84	8.09
Mechanic	7.88	8.28	8.53
Assistant Foreman	7.48	7.88	8.13
Mech. Op. 1 Cu. Yd. Back Hoe	7.52	7.92	8.17
Carpenter	7.74	8.14	8.39
Plumber & Pipe Fitter	8.32	8.72	8.97
Electrician	8.32	8.72	8.97
Welder	6.80	7.20	7.45
Storesmen	7.00	7.40	7.65

Apprentices to Trades:

Apprentices will start at 60% of the tradesman's rate. They will receive a 5% increase every six months until they reach the tradesman's rate subject to successful completion of training program.