



Town of Amherst
Special Council Meeting
Agenda

Date: **Monday, August 10, 2020**
Time: **3:15 pm**
Location: **Zoom Virtual Meeting**

	Pages
1. CALL TO ORDER	
2. REQUEST FOR DECISION	
2.1 CUPE Contract	1 - 34
2.2 Rambler Contract	35 - 48
3. ADJOURNMENT	



SPECIAL COUNCIL

RFD# 2020063

Date: August 10, 2020

TO: Mayor Kogon and Members of Amherst Town Council

SUBMITTED BY: Greg Herrett, CAO

DATE: August 10, 2020

SUBJECT: CUPE Collective Agreement

ORIGIN:

The CUPE Local 1233 Collective Agreement expired on March 31, 2020

LEGISLATIVE AUTHORITY:

31(2)(c) & 47(5) Municipal Government Act

RECOMMENDATIONS:

That Council approve the collective agreement between the Town of Amherst and CUPE Local 1233 to March 31, 2023.

BACKGROUND:

We began the bargaining process with CUPE in November 2019. We met a total of 5 times face to face, prior to COVID-19. As we began to come out of lockdown we arranged a further session in mid July using Zoom technology to meet. Following that meeting we unable to find common ground and CUPE requested and applied for mediation services to hopefully finalize the deal.

We were able to keep the lines of communication open between the 2 bargaining teams and I am pleased to say were able to come to agreement without the use of an outside mediator.

DISCUSSION

The management bargaining team's goal was to develop a collective agreement that maintained management's rights and provide a wage increase that was inline with our comparable units.

The wage settlement over the three year term of the agreement is 2%/yr – 2%/yr – 1.5%/yr which is consistent with recent settlements in this sector. In addition there was a change to the vacation language that is consistent with non-union policy, some housekeeping changes to Recreation language, and most importantly we were able to add language to give us the ability to offer temporary work to members from another department who were on lay off.

A new classification was also added – Custodian. When fully implemented this position will replace the contract custodians which currently maintain Town Hall, the Police Station, Library and the Commuiny Credit Union Business Innovation Centre.

The proposed agreement has been voted upon and accepted by Local 1233

FINANCIAL IMPLICATIONS:

Wage and Benefits increases for the first year of the agreement are \$35,100 and have been allowed



for in the 2020/21 operating budgets of the Amherst Water Utility and the General Operating Fund.

COMMUNITY ENGAGEMENT:

Joint press release to be issued on date of signed agreement

ENVIRONMENTAL IMPLICATIONS:

The Collective Agreement will not alter our work practices in any way that will impact the environment

ALTERNATIVES:

Do not ratify the contract and direct the management bargaining team to return to the table with new clearly identified goals.

ATTACHMENTS:

proposed agreement

Report prepared by: Greg Herrett
Report and Financial approved by:

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ARTICLE 1 PREAMBLE

1.01 Whereas it is the desire of all Parties to this Agreement:

- 1) To maintain the existing harmonious relationship and settle conditions of employment between the Employer and the Union.
- 2) To recognize the value of joint discussions.
- 3) To encourage efficiency in operations.
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

1.02 Definitions

- 1) Full-time Employee - An employee who usually works the hours set out in Article 14.
- 2) Seasonal Employee - An employee who may be full-time or part-time and who is seasonally laid off and recalled.
- 3) Student Employee - An employee who is a Summer student or Co-op student. At no time will these students replace bargaining unit employees covered by this Collective Agreement. Student employees are excluded from coverage of this Collective Agreement. Summer students will only be employed between May 1st and September 15th.
- 4) Transfer - A transfer occurs when an employee applies for a position and is awarded it.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 The Union and the employees covered by this Agreement recognize and acknowledge that it is the exclusive function of the Employer to:

- 1) Maintain order, discipline and efficiency
- 2) Hire, discharge, suspend, direct, classify, re-classify, transfer, assign work, promote and demote, or otherwise discipline any employee covered by this Agreement. A claim that an employee has been discharged, suspended, disciplined or demoted without just cause may be the subject of a grievance and dealt with under the provisions of Article 12 herein.

The Union and the employees also acknowledge that it is the function of the Employer to operate and manage its business in all respects, in accordance with its commitments and responsibilities. All rights, functions, powers, privileges and authority, with regard to the management and operation of the Operational Services and Recreation Facilities shall be

subject to the provisions of this Collective Agreement.

- 3) Without restricting the generality of the foregoing, immediately discipline up to and including discharge any employee covered by this Agreement who if found guilty of any of the following offences:
 - a) consuming intoxicating liquor or non-medical use of drugs during working hours, reporting for work or being at work in an intoxicated condition;
 - b) falsely claiming or reporting illness;
 - c) stealing, giving away or appropriating to their use or that of another person, any money, supplies, materials or other property of value belonging to the Employer. Whether property is of value or not is to be determined by the Employer;
 - d) refusing to obey a legitimate order from Management, or, without undue provocation is insolent to representatives of Management;
 - e) being absent from work for five (5) or more consecutive working days without notifying the Employer.

ARTICLE 3 RECOGNITION AND NEGOTIATIONS

- 3.01 The Employer, or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees, Local Union 1233, as the sole bargaining agent for all its employees, but excluding Police Officers, Firemen, Foremen and those equivalent to the rank of Foreman and above, Recreation Maintenance Foreman, Office Employees and those excluded by Paragraphs (a) and (b) of Subsection (2) of Section 1 of the Trade Union Act.
- 3.02 No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this contract.
- 3.03 In respect of employees covered by this Agreement, the Employer shall not recognize during the currency of this Agreement any other bargaining agent in respect of any matters herein dealt with.
- 3.04 Communication between the Parties in all matters relating to this Agreement shall only be held between authorized representative(s) of the Union and authorized Management Personnel of the Employer.
- 3.05 The representative designated by the Union will be given access to worksites to meet with employees of this Collective Agreement during their meals and other scheduled breaks, giving reasonable notice to the Employer before doing so.

ARTICLE 4 NO DISCRIMINATION

- 4.01 The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect of any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of their membership in a labour union.
- 4.02 No employee shall be required to cross the picket line of a legal strike. In emergency situations the CAO and Union President or their designates together will ensure the necessary service is provided.

ARTICLE 5 UNION SECURITY

- 5.01 All employees covered by this Agreement, as a condition of continued employment, shall become and remain members in good standing of the Union. All future employees of the Employer shall, as a condition of continued employment become members in good standing in the Union after sixty (60) working days of continuous employment with the Employer.

ARTICLE 6 CHECK OFF OF UNION DUES

- 6.01 The Employer agrees to deduct from every employee any monthly dues and assessments levied, in accordance with the Union bylaws, and owing by the employee to the Union, provided that the Employer has been advised in writing of the names of the employees so affected and the amount of dues to be deducted.
- 6.02 The Employer will deduct union dues, initiation fees, and assessments as set by the Union from each pay of all employees covered by this Collective Agreement.

Such deductions will be forwarded to the National Secretary Treasurer of the Canadian Union of Public Employees no later than the 20th day of the month following the one in which they were deducted. Address to forward dues: Canadian Union of Public Employees, National Secretary Treasurer, 1375 St. Laurent Blvd., Ottawa, ON K1G 0Z7

DUES SUPPORTING DOCUMENTATION

Along with the deductions, the Employer will provide:

- a) A completed Union dues remittance form, supplied by the Union, and
- b) An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, address, employment status (such as full-time, part-time, seasonal temporary, casual), classification/job title, regular earnings, hours worked, and dues deducted. The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

- c) At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each union member in the previous year.

ARTICLE 7 THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

- 7.01 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in Article 5 and 6 dealing with Union Security and Dues Check-off.
- 7.02 New employees shall be presented with a copy of the Agreement by the Employer on commencement of employment.
- 7.03 On commencing employment in a position with the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their Union Steward or Representative, as designated by the Union.

The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of sixty minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

ARTICLE 8 MANAGEMENT - LABOUR RELATIONS

- 8.01 For the efficiency of the service it is agreed by all Parties to this Agreement that a Management-Labour Relations Committee be set up. These committees shall meet on the request of either Party to this Agreement but in no event shall there be a longer period than six (6) months elapse between meetings and the first meeting will be held within sixty (60) days following the signing of this Agreement. The committee shall consist of:

Four (4) non Union persons appointed by the Employer, at least one (1) of whom will come from Recreation Facilities.

Four (4) members of the Local Union No. 1233, at least one (1) of whom will come from Recreation Facilities.

The approved Terms of Reference for the CUPE Labour Management Relations Committee will be attached at the back of the Collective Agreement and can only be changed with full agreement of both parties.

- 8.02 The Union agrees that there shall be no strike during the terms of this Agreement and the Employer agrees that there shall be no lock-out of the members of the Union during the terms of this Agreement. The words "strike" and "lock-out" shall be as defined in the Trade Union Act.
- 8.03 Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the privilege of attending bargaining sessions held within working hours without loss of remuneration (maximum four (4) employees).

8.04 Permission to leave the worksite or interrupt work during working hours for such purpose as to conduct union business shall first be obtained from the employee's supervisor or acting supervisor, which consent shall not be unreasonably withheld.

ARTICLE 9 SENIORITY

9.01 Seniority Defined

As of January 1, 1987, seniority is defined as the length of continuous on-the-job service in the bargaining unit and shall include service with the employer prior to the certification or recognition of the Union, and shall be on a bargaining-unit-wide basis in the Public Works and is not interchangeable with Recreation Facilities.

Subject to other provisions of this Collective Agreement, for the purpose of lay-offs, recalls, promotions, transfers and demotions, seniority of an employee shall be given preference, consistent with the required ability of such employee to perform the work required.

In the Recreation Facilities operation, seniority shall be accumulated on the basis of time worked, and shall be on a classification basis. Seniority is not interchangeable with Public Works.

9.02 Seniority List

The Employer shall maintain separate seniority lists for Public Works and Recreation Facilities, showing the current classification, the date upon which each employee's service commenced and the employee's accumulated service to date.

Effective January 1st, 1987, accumulated service shall mean time worked.

An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. Any apparent error in the Seniority List must be discussed with the Employer within four (4) weeks of the posting date, thereafter the list shall become final.

9.03 Seniority Date

Seniority status for a newly hired employee will be determined upon completion of a sixty (60) working days continuous service probationary period. After completion of the probationary period, seniority shall be effective from the original date of employment.

The Employer shall not be required to establish just cause when a probationary employee has been terminated unless there has been a violation of Article 4.01 herein.

9.04 Loss of Seniority

An employee shall not lose seniority if absent from work because of sickness, disability, accident, lay-off or leave approved by the Employer.

An employee shall only lose seniority in the event;

- (1) the employee is discharged for just cause and has not been reinstated;

- (2) the employee voluntarily resigns;
- (3) after a lay-off, the employee fails to return to work within three (3) calendar days after receiving notice by certified mail to do so, unless through sickness or other just cause;
- (4) the employee is not recalled to work within a period of twelve (12) months after layoff.

ARTICLE 10 LAYOFFS AND RE-HIRING

10.01 All Parties recognize that job security should increase in proportion to length of service. Layoff and reinstatement will be in the order of seniority provided they are qualified to do the work. No new bargaining unit employees will be hired until those laid off have been given an opportunity of re-employment.

Notwithstanding this provision, the Parties and a specific senior employee may agree to alternate provisions in a written signed letter to be mutually agreed in advance of any lay-off.

10.02 Full-time employees having one year's seniority will be given ten (10) days notice prior to layoff. Employees who are called to work during their seasonal layoff shall be given one (1) day's notice prior to layoff.

10.03 Notwithstanding anything else in this collective agreement, an Employee who is on layoff can be offered temporary work in a Department other than the Employee's regular Department in accordance with the following conditions:

- **The work offered would only be to fill in on a short term basis for an employee who is unable to work or to deal with a temporary, increased workload. The work would end when the regular employee returns to work, the temporary increased workload ended, or the employee's regular position became available again.**
- **The work would only be offered when all employees of the first department are at work and after any qualified employees from that department have been offered a recall**
- **The Employer would offer the temporary work to the most senior employee on layoff who has the required qualifications, skills and abilities, as the Employer determines**
- **The Employee would be paid at the rate of pay applicable to the classification of the work being performed.**
- **The Employee would accumulate seniority in the Department where the Employee usually works**

ARTICLE 11 PROMOTIONS AND STAFF CHANGES

JOB POSTINGS

- 11.01 (a) When a new position is created, or when a vacancy of scheduled temporary or permanent nature occurs and it has been determined by the Employer that the position will be filled, the Employer shall within ten (10) days notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of five (5) working days so that all members will know about the vacancy or new position.

Employees in Recreation Facilities will be considered only for promotions in Recreation Facilities. Recreation Maintenance will now be considered for promotions within Recreation Facilities but not within Operations Services.

Employees in Public Works will be considered only for promotions or staff changes in Public Works.

(b) Notwithstanding (a) after the applicants above have been processed should the vacancy still be open, preference shall be given to current Town employees covered by this agreement before processing any external applicants, provided there is no significant impact on any other department.

- 11.02 Information on Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education; skills, hours of work, wage or salary rate.

Such qualifications and requirements shall be those necessary to perform the job function effectively and may not be established in a discriminatory manner.

- 11.03 Temporary Reassignment

The Town agrees that experience gained on a temporary reassignment shall be considered in evaluating that employee over an employee with more seniority when considering promotion.

- 11.04 Outside Advertising

No outside advertisement for any vacancy shall be placed until the applications of present Union members have been fully processed.

- 11.05 Role of Seniority in Promotions, Transfers and Staff Changes

Both Parties recognize:

- (1) the principle of promotion within the service of the employer;
- (2) that job opportunity should increase in proportion to length of service.

Therefore, in filling a vacancy in an existing or new position, preference shall be given to existing employees providing they have the required qualifications and ability, with seniority being the deciding factor when two or more employees are qualified to fill the position and are relatively equal in all other respects.

- 11.06 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. The employee shall be given a trial period of six (6) weeks and up to fifty (50) days worked. Conditional on satisfactory service, the employee shall be declared permanent after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, the employee shall be returned to the former position and wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the former position and wage or salary rate, without loss of seniority.

- 11.07 The Union shall be notified of all appointments, hirings, lay-offs, re-hirings and termination of employment in writing.
- 11.08 Any employee covered by this Agreement who has given good and faithful service to the Employer and who, through advancing years or temporary disablement is unable to perform the regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which the employee is re-assigned.
- 11.09 Any employee who is assigned to a Management position shall be permitted a leave of absence from the bargaining unit during the probationary period of the Management position to a maximum of six (6) months.
- 11.10 Any employee who applies for and is successful in obtaining a lower paying position shall be paid the appropriate wage rate for that position and is subject to a trial period in accordance with article 11.06.
- 11.11 Employees required temporarily to perform duties in a higher-rated position for a period of at least one working day (8 hours) shall receive the higher rate while occupying such position. Employees required to perform duties in a lower rated position shall not have their rates reduced. Any employee performing such duties in a higher rate of position for a period of six (6) consecutive months shall have this classification reviewed with the object of receiving the higher rate permanently, except in cases of temporary assignment when the employee returns to his former position.

ARTICLE 12 GRIEVANCE PROCEDURE

- 12.01 In order to provide orderly and speedy procedure for the settling of grievances, the Town acknowledges the rights and duties of the Local Union Executive in the processing of grievances.**
- 12.02 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement.**
- 12.03 An employee with a grievance will submit the grievance to a member of the Local Union Executive.**

Informal Step

The aggrieved employee and a Local Union Executive member shall seek to resolve the grievance with the Department Supervisor, if any, prior to commencing Step 1.

STEP 1

The grievor and a Local Union Executive member shall, within ten (10) working days of the incident giving rise to the grievance, submit the grievance in writing to the Director or designated alternate. The Director or designated alternate shall respond in writing within ten (10) working days after the grievance is received.

STEP 2

If the response of the Director or designated alternate in Step 1 does not resolve the grievance and the grievor wants to pursue it further, the grievor must submit the grievance, in writing, to the Chief Administrative Officer (the "CAO") within ten (10) working days of the response received in Step 1 or the last date on which the Director or alternate could have provided a response. The grievance must refer to the incident at issue, the article allegedly violated and the redress sought. The CAO shall consider the grievance and respond within ten (10) days after receipt of the grievance.

The CAO may schedule a meeting with the grievor and a Local Union Representative within the ten (10) working days of receiving the grievance. The CAO may have resources people attend that meeting as well. The CAO would then reply to the grievance within ten (10) working days of that meeting.

- 12.04 An employee who claims to have been suspended or discharged without just cause and who wishes to grieve may initiate their grievance at Step 2 of the grievance procedure within ten (10) working days of the suspension or discharge.
- 12.05 For the purpose of this article, "working days" does not include any day on which the Town's main office is closed.
- 12.06 With mutual agreement of both parties, there can be a meeting or meetings at any stage of the grievance process but any such meeting shall not change the time-frames in the grievance process set out above.
- 12.07 With mutual agreement of both parties, grievance mediation may be used. That could include mediation services provided through the Nova Scotia Department of Labour or mediation/arbitration.

ARTICLE 13 ARBITRATION

13.01 (a) When either party refers a grievance to arbitration, it shall advise the other party in writing within (20) working days of the receipt of the response of the CAO at Step 2 of the grievance procedure. At the same time, the party referring the matter to arbitration shall also suggest at least one possible arbitrator. The other party shall respond within ten (10) working days and either agree to the arbitrator suggested or make another suggestion. If the parties are unable to agree on an arbitrator, either party may request the Minister of Labour to appoint an arbitrator.

(b) Where both parties agree, a grievance may be referred to a three-person board of

arbitration. In that case, the party referring the grievance to arbitration shall request, in writing, within twenty (20) working days of receipt of the response of the CAO at Step 2 of the grievance procedure that the matter be referred to a three-person board of arbitration. The other party shall respond within ten (10) working days whether they agree to a three-person board. If there is agreement, each party has ten (10) working days to advise the other party of their nominee; the nominees shall then have ten (10) working days to agree on a board chair. If they are unable to agree, either nominee may request the Minister of Labour to appoint an arbitrator to act as board chair.

13.02 The decision of the Arbitrator (or board of arbitration) shall be final and binding on all parties, but in no case shall the Arbitrator (or board of arbitration) have the power to alter, modify or amend the Agreement in any respect.

13.03 Each party shall pay one-half of the fees and expenses of the Arbitrator. If the parties agree to use a three-person board, each party is responsible for the costs of its nominee and one-half of the fees and expenses of the board chair.

ARTICLE 14 HOURS OF WORK

Public Works

- 14.01 (1) The normal work week shall consist of five (5) eight (8) hour days from Monday to Friday inclusive. The normal hours of work shall be from 8:00 am to 4:00 pm and there will be one-half (½) hour allotted for a mid-shift lunch for which employees will be paid. There will be no coffee breaks although crews will be permitted to have coffee during the work period provided one man per crew is able to go get the coffee and the work being performed during that time does not come to a standstill.
- (2) Subject to 14.01(3), changes in the start/quit time may be pre-scheduled to meet specific operational requirements. Any employee affected by a change in start/quit times shall be provided with at least one (1) weeks' notice of the proposed change.
- (3) Subject to 14.01(1) and (2) above, the scheduled working day for employees shall not begin earlier than 6:00 am nor end later than 6:00 pm.
- (4) The hours of work for the operator of the street sweeper shall be flexible with possibilities for rescheduling as required. It is agreed that the Employer will provide a minimum of one (1) weeks' notice of any rescheduling. Failure to provide such notice shall result in payment of overtime per this Agreement.

Recreation Facilities

- 14.02 (a) **The hours of work for Full – Time employees in Recreation Facilities shall be five (5) eight-hour days per week, as determined by the shift schedule and which could be on any day of the week.**
- (b) **Overtime shall be paid after eight (8) hours a day.**
- (c) **Work Schedules shall be posted in the office of the Recreation Supervisor/ Facilities Coordinator and shall not be changed without giving the employee at least forty-eight (48) hours' notice unless such notice is not reasonably possible.**
- 14.03 Hours of work for Recreation ~~Maintenance~~ will be forty (40) hours per calendar week, as determined by the shift schedule, at the regular rate of pay.

ARTICLE 15 OVERTIME

- 15.01 The work performed in excess of eight (8) hours in the scheduled work day shall constitute overtime and the Employer shall pay for these hours at the rate of time and one-half the regular rate being paid the employee.
- 15.02 All work performed on holidays, as contained in Article 16 of this Agreement and including

Sundays **and from 4pm to midnight on Christmas Eve (December 24)**, will be paid for at the rate of double time. This provision does not apply to Recreation ~~Maintenance~~ employees.

- 15.03 Every employee who is called out and required to work in an emergency outside scheduled working hours shall be paid for a minimum of three (3) hours at overtime rates. Employees asked to assume duties before the start of a scheduled shift when they are at the shop, shall be paid a minimum of one hour at overtime rates. If an employee is called at home prior to the commencement of the employee's scheduled shift, call out compensation applies.
- 15.04 In Public Works, depending on the availability, overtime shall be divided on a reasonably equal basis among employees in the same Department (Water, Sewer, Streets, Utility) who are qualified to perform the particular work required. When an employee is called to do overtime work and is not available, it shall be considered as if he had done the work for the purpose of dividing the overtime among the employees. Notwithstanding this provision, should overtime be required at the end of a shift, the employee(s) who are working at the site in question shall be given first opportunity to continue to work overtime. Such overtime shall not be counted in the overtime equalization. In the case of emergency, employees shall not have the right to refuse overtime work when so requested by the Employer.
- 15.05 Employees shall not be required to lay off during regular or rescheduled hours to equalize for any overtime worked.
- 15.06 In the Recreation Facilities operation overtime will be on a classification basis. ~~In the Stadium operation~~ If mutually agreed by the Employer and the employee, time off in lieu of pay at appropriate overtime rate shall be granted.
- 15.07 Float Time for All Employees:
- (1) An employee may bank up to a maximum of two (2) weeks (eighty [80] hours) of overtime at overtime rates as time in lieu, to be called float time.
 - (2) Once banked, the float time shall only be paid out when the employee gives the Employer at least two (2) weeks' notice of their desire to be paid.
 - (3) Unless otherwise mutually agreed, float time shall not be taken in June, July or August.
 - (4) Arrangements to take float time must be made with the employee's immediate Supervisor (excluding Lead Hand) for a mutually agreeable time.
 - (5) Any balance owing shall be taken as time off at a time mutually agreed, or paid out at the rate in place at the time the overtime was earned.

ARTICLE 16 HOLIDAYS

16.01 All employees shall receive one day's pay for not working on the following:

New Year's Day	Remembrance Day
Queen's Birthday	Dominion Day
Good Friday	Thanksgiving Day

Boxing Day	Labour Day
Christmas Day	Easter Monday
1st Monday in August	Nova Scotia Heritage Day

and any other day proclaimed by the Federal, Provincial or Municipal Government.

If any of the above holidays fall on a Saturday or Sunday, for premium pay purposes the day designated for the holiday shall be the Monday immediately following the holiday. If Christmas Day and Boxing Day fall on a Saturday and Sunday, for premium pay purposes the days designated shall be the Monday and Tuesday immediately following the holidays.

- 16.02 In order to qualify for pay for the above mentioned holidays, employees will be required to work the last regularly scheduled working day prior to, and the first regularly scheduled working day following the holiday, unless work is not available or unless the employee is on an approved leave of absence.
- 16.03 If any of the above mentioned holidays should fall on the employee's regular day off, the employee shall receive an additional day off at a time mutually agreeable by the Employer and the employee.
- 16.04 Recreation Facilities employees, ~~including Recreation Maintenance~~, will receive all holidays falling within their period of employment.
- 16.05 ~~Stadium employees, including Recreation Maintenance~~, **Recreation Facilities** who work holidays as defined in this article as part of their regularly scheduled shift shall be paid time and one half (1 ½) for working the holiday and in addition will be paid for the day.
- 16.06 ~~Stadium employees~~ **Recreation Facilities** who are scheduled off on a holiday and are called back to work shall be paid double time (2 x) for all hours worked on the Holiday and, in addition, will be paid for the day.

ARTICLE 17 VACATIONS

- 17.01 After one (1) year continuous service – two (2) weeks vacation with pay.
 After three (3) years – three (3) weeks vacation with pay;
 After eleven (11) years – four (4) weeks vacation with pay;
 After eighteen (18) years – five (5) weeks vacation with pay.
 After twenty-four (24) years - six (6) weeks vacation with pay

17.01 Effective on date of January 1, 2021, the vacation entitlements in Article 17.01 shall be amended so that they are as follows:

“A permanent full time employee shall earn:

- a. 1 ¼ days per month up to the tenth year of employment calculated from the date the**

employee commences work in the first year up to the tenth year, to a maximum of 15 working days per year in any subsequent year. However, in the 10th year, the employee will receive the increased vacation allotment of 20 days.

b. From the commencement of the eleventh year up to the fifteenth, 1 2/3 days per month to a maximum of 20 working days per year. However, in the 15th year, the employee will receive the increased vacation allotment of 25 days.

c. From commencement of the sixteenth year up to the twentieth year, 2 1/2 days per month to a maximum of 25 working days per year. However, in the 20th year, the employee will receive the increased vacation allotment of 30 days.

d. For over twenty years, 30 working days per year.

Vacation earned shall not be paid out except in unusual circumstances and only with the approval of the CAO.”

Payment shall be made at the rate effective immediately prior to the vacation period.

Employees off work on LTD or Workers’ Compensation shall only be entitled to earn vacation credits during the first year of their absence, to a maximum of one year’s entitlement. Employees off work on a personal unpaid leave of absence shall not accumulate vacation credits during such leave.

- 17.02 Any employee not having a year of service prior to the commencement of the vacation period shall be allowed vacations at the rate of one (1) working day’s vacation for each completed month of service, to a maximum of ten (10) working days but must have been employed for twenty (20) days in each month. An employee leaving the service at any time in the vacation year before the employee has had vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- 17.03 If a statutory or declared holiday, as defined in Article 16, falls on or is observed during an employee’s vacation period, the employee shall be granted an additional day’s vacation for each such holiday, in addition to regular vacation time.
- 17.04 All employees shall be granted a vacation period at such time as may be mutually agreed upon by the Employer and the employee. Preference in choice of vacation periods shall be submitted in writing on or before April 30th in each year, with the approved schedule being posted by Management within 30 days.
- 17.05 No Public Works employee will be allowed more than three (3) weeks vacation between June 1st and September 30th without the permission of Management.
- 17.06 All vacations will be paid on a percentage of the previous year’s total gross earning less the amount(s) paid under Article 17.01 herein:
- | | |
|------------------------------|--|
| One year | Two (2) weeks or ten (10) days; four percent (4%) |
| Three years | Three (3) weeks or fifteen (15) days, six percent (6%) |
| Eleven years | Four (4) weeks or twenty (20) days, eight percent (8%) |
| Eighteen yrs. | Five (5) weeks or twenty-five (25) days, ten percent (10%) |
| Twenty Four years | Six (6) weeks or thirty (30) days, twelve percent (12%) |

- 17.07 Seasonal employees shall receive their vacation pay with each pay. It shall be calculated on their gross earnings from the Town of Amherst and upon the appropriate percentage set out in 17.06 herein according to their accumulated completed service. They shall not be granted paid time off for vacations.

ARTICLE 18 EMPLOYEE BENEFIT PLANS

- 18.01 The Employer agrees to continue a long term disability plan and a short-term disability plan with the premium to be paid on a cost-share basis, with sixty percent (60%) paid by the Employer and forty percent (40%) paid by the employee.

The Employer agrees to continue an extended health care plan with the premium to be paid on a cost-share basis, with sixty percent (60%) paid by the Employer and forty percent (40%) paid by the employee.

The Employer agrees to continue a dental care plan, with the premium to be paid on a cost-share basis, with sixty percent (60%) paid by the Employer and forty percent (40%) paid by the employee.

The Employer will continue to pay one hundred percent (100%) of the premium for life insurance and accidental death and dismemberment.

The Employer shall not reduce benefits offered by these plans without consent by the Union.

The Employer agrees to extend the benefit coverage (Blue Cross only) to employees who opt to retire early through to the age of 65 with sixty percent (60%) paid by the Employer and forty percent (40%) paid by the employee.

- 18.02 All year round, full-time employees must participate in the Long-Term Disability Plan, the Short-Term Disability Plan and the Life Insurance Plan.
- 18.03 All year round, full-time employees must participate in the Extended Health Care Plan and Dental Plan, unless the employee's spouse has this coverage from another carrier.
- 18.04 (1) Seasonal employees may participate in the Long-Term Disability Plan, the Short-Term Disability Plan, the Extended Health Care Plan and the Dental Care Plan or any other benefit plan provided the plan carrier allows enrolment of such employee.
- Seasonal employees shall be entitled to AD & D for the period they are working.
- The existing practice of seasonal employees being entitled to Short Term/Long Term Disability shall continue while the employees are working and provided that the carrier agrees to continue coverage.
- (2) Seasonal employees, while on lay-off, may continue participation in the Extended Health Care Plan and the Dental Care Plan provided the employee pays both the Employer and

the employee share of premiums.

- 18.05 The Employer will grant each employee with two (2) weeks full pay before that employee goes on Short-term Disability.
- 18.06 The employees, except for Seasonal employees, do not accumulate sick days. However, any sick days already accrued will be used by an employee prior to the triggering in of the Short-Term or Long-Term Disability plan.
- 18.07 The Town reserves the right to send any employee who has excessive use of sick leave to a Town appointed medical doctor for an independent physical examination.

All information provided will be kept strictly confidential.

ARTICLE 19 LEAVE OF ABSENCE AND SICK LEAVE

- 19.01 The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.
- 19.02 Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer to employees elected or appointed to represent the Union at Union conventions. Such time shall not exceed a total of fourteen (14) days in any one year unless otherwise mutually agreed.
- 19.03 An employee shall be granted five (5) working days bereavement leave without loss of salary or wages for death of an employee's spouse, children, parent, brother or sister and three (3) days' leave in the case of the death of a fiance, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law and one day for an aunt or uncle provided that the one day is for attending the funeral. Where the funeral is held at a distance, additional days shall be allowed to cover the time required to travel, the length of time to be at the Employer's discretion.
- 19.04 Employees who experience home or family emergencies that require the employee to need time off work may be given time off with pay, provided that the Employer agrees that time off with pay is warranted. The amount of time that may be given in accordance with this Article will be decided by the Employer, based on the individual merits of the emergency. "Family" in this Article is defined as immediate family, including spouse, children, parent, brother or sister of the employee, or any other person in the full discretion of the Employer.
- 19.05 Sick leave means the period of time an employee is permitted to be absent from work with pay because of sickness or disability or because of an accident for which Workers' Compensation is not payable. It is clearly understood that sick leave only applies to bona fide sickness, disability or accident. An employee who is absent from work on approved sick leave shall only be entitled to sick leave pay provided the employee has sufficient sick leave credits. Entitlement to paid sick leave only covers seasonal employees while they are not covered by the Short-Term Disability plan

- 19.06 Seasonal employees shall earn sick leave at the rate of one and one-half (1.5) days per month worked accumulative to a maximum of one hundred (100) days (available to Seasonal employees while they are not covered by the Short-term Disability plan).
- 19.07 The Town reserves the right to send any employee who has excessive use of sick leave or who is claiming sick leave in questionable circumstances to a Town appointed medical doctor for an independent physical examination and/or prognosis.
- All information provided will be kept strictly confidential.
- 19.08 When an employee is given a leave of absence in excess of twenty (20) days without pay for any reason, or is laid off, the employee shall not earn sick leave credits for the period of such absence.
- 19.09 Upon five (5) working day's notice to the Employer, an employee may request time off of up to two (2) hours to engage in personal preventative medical and dental care, such as doctor's appointments and diagnostic tests. Employees will endeavour to schedule their appointments at the start or end of their shift.
- 19.10 When an employee has to miss a days work due to being sick, the matter will be reported to the Works Manager/Supervisor prior to the time the employee's normal shift would commence, with two (2) hour's notice for Stadium employees. In the event of failure to so notify, the employee will not be entitled to sick pay for that day.

ARTICLE 20 PAYMENT OF WAGES

- 20.01 The Employer shall pay rates of pay in accordance with Schedules "A" and "B" attached hereto and forming part of this Agreement. Payment of wages shall be by direct deposit by-weekly and employees shall be provided with an itemized statement of wages and deductions on payday. Deposits will be at the bank by Noon on payday.

ARTICLE 21 PROTECTIVE CLOTHING

- 21.01 All employees will be provided items listed below at no cost to the Employee as needed:
- Safety helmets/hard hats
 - Gloves (leather)
 - Hearing protection
 - Safety glasses or prescription safety glasses (if required) and replaced if damaged at work
 - Coveralls (to suit the season) or (2) two pairs of pants plus (1) one jacket
 - Rubber suits (as necessary)
 - Rubber gloves
 - Rubber boots (as necessary)

Replacement of any of the above will not be unreasonably denied.

21.02 The Employer shall provide a pair of safety boots, the quality of which is to meet Department of Labour specifications for Class “A” Safety Boots, to each employee who has been employed at least six months in the past year on or about June 1st.

If the employee is on approved leave, safety boots shall not be provided until their return to work.

21.03 All Mechanics and Carpenters will be given a tool allowance of one hundred dollars (\$100.00) each year.

ARTICLE 22 STADIUM OPERATIONS

22.01 Upon successful completion of a Stationary Engineer Refrigeration Plant Class 2 certification, Stadium employees will be paid Stationary Engineer Class 2 rates. During the life of the Agreement, an opportunity for training in plant refrigeration will be made for Stadium employees. Time off with pay will be given for the purpose of writing examinations.

22.02 ~~Work schedules at the stadium shall be posted and shall not be changed without giving the employee at least forty-eight hours notice unless such notice is not reasonably possible.~~

ARTICLE 23 SUB-CONTRACTING

23.01 The Employer has the right to contract out any work, however, such contracting out shall not affect the continued employment of those persons covered by this Agreement.

ARTICLE 24 GENERAL

24.01 Proper accommodation shall be provided for employees to have their meals and keep their clothes.

24.02 The Employer shall provide Bulletin Boards in all shops upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

24.03 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 co-operate at the plant level in encouraging employees afflicted with alcoholism or drug dependency to undergo a coordinated program directed to the objective of their rehabilitation.

ARTICLE 25 PENSION

25.01 All full-time year round employees and seasonal employees (up to September 11, 2007) will continue in the Town's Pension Plan. The employee contribution shall be six percent (6%) of regular gross wages. The formula for all future service shall be two percent (2%) times future years of service. The base year for calculations shall be 1999 and employees shall not pay more than six (6%) percent for pension contributions.

Employees will have access to the unreduced retirement at age 62 option currently available to non-union members of the Town's Pension Plan.

In the event the Plan is improved for non-union and/or management employees, the improvement shall be offered to the Union and subject to agreement of the Union. For greater clarity, in the event the improvement involves a new cost of premiums to employees, the Union reserves the right to decline offer.

All bargaining unit employees hired subsequent to September 11, 2007, for pension purposes, shall be governed by the Letter of Agreement attached to and forming a part of this Collective Agreement.

Pension contributions shall be paid based on a maximum of forty (40) straight-time hours per week regardless of it being regular hours paid or overtime hours.

25.02 There shall be (2) two Union Representatives appointed by the Union to sit on a Joint Pension/Benefits Committee. The Union committee members will be offered training (at no cost to the members) in how best to represent their members as advisors on the maintenance of the plan

The parties agree to allow the CAO Pension Advisory Committee to continue their education process and prepare evidence based recommendations related to the entire pension plan in the future.

With consensus from the committee, a person from CUPE with pension experience may be invited to attend committee meetings from time to time as an educational resource for the committee.

Both parties agree that they are prepared to entertain amendments mutually agreed upon through letter of agreement during the term of this contract on pension related issues.

ARTICLE 26 DISCIPLINE

- 26.01 (a) Where the supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact a Local Union Representative to be present at the interview.
- (b) Upon giving reasonable notice to the Employer, an employee shall have the right at any time to have access to review, and make copies of his/her personnel file. All matters of a disciplinary nature shall be removed from the employee's personnel file after they have been on file for a period of two (2) years provided that no other discipline has been placed on file within that period.

Employees who have been suspended for gross misconduct shall not have this material removed from the personnel file. Employees are not entitled to see any confidential information in his file that was received from outside agencies or previous employers.

- 26.02 The Employer will agree to a one (1) week period to provide notice to an employee when a matter of discipline is under review and/or an investigation may be pending. Under normal circumstances, a twenty (20) working day period for resolution is reasonable for an internal investigation; however management reserves the right to extend this period, with notice, acknowledging that more serious incidents may require a longer investigation period and may require outside agencies or resources. In these instances with the use of outside agencies or resources the 20 day limit shall not apply but will be completed in a reasonable time frame.

ARTICLE 27 HEALTH AND SAFETY

- 27.01 The Employer, the Union and Employees agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, illness and injury. The Employer and Employees agree to abide by the Nova Scotia Occupational Health and Safety Act and Regulations.
- 27.02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee at least (1) one representative selected or appointed by the Union from amongst bargaining unit employees.
- 27.03 Any representative appointed or selected by the Union shall serve a term of (1) one calendar year from date of appointment which may be renewed for further periods of (1) one year. Time off for such representative to attend meetings of the Joint Occupational Health and Safety Committee in accordance with the foregoing shall be deemed to be work time for which the representative shall be paid by the Employer at his/her regular rate of pay.
- 27.04 An employee who is injured, while working during working hours and is required to leave for medical treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay unless a Doctor states that the employee is fit for further work on that shift.
- 27.05 Transportation to the nearest physician or hospital for employee(s) requiring medical care as a result of an accident shall be at the expense of the Employer if it proves unrecoverable from other sources e.g. Workers Compensation or Blue Cross.

ARTICLE 28 TERM OF AGREEMENT

- 28.01 This Agreement shall be binding and remain in effect from the date of signing until March 31, 2023, and shall continue in effect from year to year unless any Party gives written notice to the other Party of their desire to amend this Agreement or negotiate a new Agreement. Such notice shall be given at least sixty (60) days prior to the expiration date of this Agreement or any renewal thereof.

Wage rate increases only shall be effective as of April 1, 2020.

ARTICLE 29 RETROACTIVITY

An employee who has severed his employment due to retirement, disability, passing away or resignation between the termination date of expired agreement and the effective date of the new agreement shall receive the full retroactivity of any increase in wages or salaries. These employees or their estate must apply in writing the Chief Administrative Officer within sixty (60) days from the date of the signing of this agreement.

ARTICLE 30 SIGNATORIES

DATED THIS DAY OF August, 2020, A.D., IN THE TOWN OF AMHERST, NOVA SCOTIA.

On behalf of:

MUNICIPALITY OF THE
CORPORATION OF THE
TOWN OF AMHERST, N.S.

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL No. 1233

.....
Mayor

.....
President

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CAO

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Treasurer

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Witness

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Witness

SCHEDULE "A"
CUPE LOCAL 1233/OPERATIONAL SERVICES DEPARTMENT

<u>Classification</u>	April 1, 2020 <u>2%</u>	April 1, 2021 2%	April 1, 2022 1.50%
Services			
Sub-Foreman	\$30.45	\$31.06	\$31.53
Mechanic*	\$28.49	\$29.06	\$29.50
Welder/Mechanic	\$28.49	\$29.06	\$29.50
Lead Hand	\$27.84	\$28.40	\$28.82
Lead Hand w/certification*	\$28.49	\$29.06	\$29.50
Operator	\$26.29	\$26.82	\$27.22
Sewer Maintenance	\$26.10	\$26.62	\$27.02
Sewer Maintenance w/certification*	\$26.91	\$27.45	\$27.86
Water Maintenance	\$26.10	\$26.62	\$27.02
Water Maintenance w/certification*	\$26.91	\$27.45	\$27.86
Utility	\$26.10	\$26.62	\$27.02
Labourer	\$24.97	\$25.47	\$25.85

*Where certification is required by the Employer.

NOTE: It is agreed that there shall be a starting labourer rate equal to the Provincial minimum wage. After twelve (12) months of accumulated service the rate will be \$1.00 above the Provincial minimum wage and will increase to the full rate after twenty-four (24) months of accumulated service.

SCHEDULE "B"

CUPE LOCAL 1233 / RECREATION FACILITIES

Increment	2%	2%	1.5%	
Classification	April 1, 2020	April 1, 2021	April 1, 2022	Comment
Parks & Stadium Supervisor	\$30.45	\$31.06	\$31.53	
Operator with Refrigeration Class 11 Provincial Certificate	27.84	28.40	28.82	With Provincial Certificate
Parks, Maintenance and Stadium Operator Fully functional with Parks Maintenance and or Stadium Equipment	26.29	26.82	27.22	Fully functional with Parks Maintenance and Stadium Equipment
Stadium Attendant	24.97	25.48	25.85	Works in Stadium
Parks Attendant	24.97	25.48	25.85	Works as Parks Worker
Recreation Maintenance	24.97	25.48	25.85	Works in Maintenance role
Custodian	24.97	25.48	25.85	

LETTER OF AGREEMENT

It is agreed that students (excluding Engineering students) shall not be paid more than the lowest paid bargaining unit classification.

This Letter of Agreement will be signed by both Parties and will be attached to and form part of the current Collective Agreement. This letter comes into force on the date of signing of the Collective Agreement and expires March 31, 2018.

Dated this ____ day of August, 2020, A.D., at Amherst, Nova Scotia.

MUNICIPALITY OF THE
CORPORATION OF THE
TOWN OF AMHERST, N.S.

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL No. 1233

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Mayor

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President

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CAO

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Treasurer

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Witness

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Witness

LETTER OF AGREEMENT

It is agreed the Union has no intention to unionize employees who are Canteen Workers, School Crossing Guards, Building Inspectors, Technical Support Staff, and Recreation Program Instructors. These classifications of employees shall not perform work normally performed by members of the Bargaining Unit.

This Letter of Agreement will be signed by both Parties and will be attached to and form part of the current Collective Agreement. This letter comes into force on the date of signing of the Collective Agreement and expires March 31, 2023.

Dated this _____ day of August, 2020, A.D., at Amherst, Nova Scotia.

MUNICIPALITY OF THE
CORPORATION OF THE
TOWN OF AMHERST, N.S.

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL No. 1233

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Mayor

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President

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CAO

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Treasurer

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Witness

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Witness

LETTER OF AGREEMENT

The Parties agree that the changes in Departmental names contained in the new Collective Agreement shall not affect the rights of employees covered by the Collective Agreement.

This Letter of Agreement will be signed by both Parties and will be attached to and form part of the current Collective Agreement. This letter comes into force on the date of signing of the Collective Agreement and expires March 31, 2018.

Dated this _____ day of August, 2020, A.D., at Amherst, Nova Scotia.

MUNICIPALITY OF THE
CORPORATION OF THE
TOWN OF AMHERST, N.S.

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL No. 1233

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Mayor

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President

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CAO

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Treasurer

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Witness

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Witness

LETTER OF AGREEMENT

Pension New Hires

The Parties agree that all CUPE new hires subsequent to September 11, 2007 shall join the current Defined Contribution Pension Plan as registered in accordance with the Pensions Act of Nova Scotia.

The contribution rate for the plan shall be 6% Employer and 6% Employee.

This Letter of Agreement is hereby signed by both Parties and is attached to and forms part of the Collective

Agreement signed at Amherst, Nova Scotia on ____ day of August 2020. This letter comes into force on the date of signing of the Collective Agreement and expires March 31, 2023.

Dated this ____ day of August, 2020, A.D., at Amherst, Nova Scotia.

MUNICIPALITY OF THE
CORPORATION OF THE
TOWN OF AMHERST, N.S.

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL No. 1233

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Mayor

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President

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CAO

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Treasurer

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Witness

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Witness

LETTER OF AGREEMENT

Night Shift

It is the intention of the employer to reduce overtime for callouts due to routine matters.

During the period between January 1 through March 31 inclusive, the Employer may schedule a regular night shift for Public Works of (two (2) employees) between the hours of 12:00am midnight to 8:00 am.

There shall be a night shift premium of \$1.25 for pre-scheduled night shift hours.

Assignment for night shift duties two (2) persons, shall be given notice at least 48 hours in advance for a one week period. This shift shall be filled on a voluntary basis but is locked in once scheduled.

Duties to include: routine street/sidewalk salting, pothole maintenance, sign maintenance, fire hydrant clearing, catch basin clearing, removal of dead animals, sidewalk plowing, list of routine duties.

On a scheduled night shift where the premium is in effect, if the plow crew are called out – at that time the premium rate ceases and the overtime rate of the employees regular wage is in effect.

The night shift premium shall also apply to Recreation facilities staff who may be assigned pre-scheduled hours worked between 12:00 am (midnight) to 8:00 am from the period of January 1 through March 31 inclusive.

Dated this ____ day of August, 2020, A.D., at Amherst, Nova Scotia.

MUNICIPALITY OF THE
CORPORATION OF THE
TOWN OF AMHERST, N.S.

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL No. 1233

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President

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CAO

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Treasurer

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Witness

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Witness

LETTER OF AGREEMENT
Pension

In the event that an increase in pension contributions is implemented, the union agrees to increase its pension contribution by 1%. In the event that an increase in pension contributions is implemented the employer agrees to increase its contribution by 1%.

Contingent upon the implementation of a 1% increase to 7% by both the employer and the union, the employer agrees to a 1% increase in wage rates to offset the employees share of the increased contribution.

For clarity, if no increased contributions to the pension plan occur, the additional 1% increase in wages referred to above shall not be implemented.

Any further changes in contribution rates and how they are shared shall be subject to negotiations and agreement between the parties.

The process shall be CAO Pension Advisory Committee recommendation, CAO recommendation to Council, Council resolution, and Superintendent of Pensions approval

Dated this ____ day of August, 2020, A.D., at Amherst, Nova Scotia.

MUNICIPALITY OF THE
CORPORATION OF THE
TOWN OF AMHERST, N.S.

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL No. 1233

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Mayor

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President

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CAO

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Treasurer

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Witness

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Witness

LETTER OF AGREEMENT

Re: Town – Issued Clothing

The Parties will establish a committee to review and make recommendations on Town – issued clothing, in accordance with the following terms:

- 1. There will be two (2) representative from the CUPE Local and two (2) representatives from the Employer. Namely those representatives shall be Matt Selig and Matt Gould form the CUPE Local and Aaron Bourgeois and Corey Crocker, from the Employer.**
- 2. The committee will meet twice a year – in late winter – early spring to review/recommend spring/summer clothing and in late summer/early autumn to review/recommend fall/winter clothing,**

Dated this _____ day of August, 2020, A.D., at Amherst, Nova Scotia.

MUNICIPALITY OF THE
CORPORATION OF THE
TOWN OF AMHERST, N.S.

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL No. 1233

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Mayor

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President

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CAO

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Treasurer

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Witness

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Witness



AMHERST TOWN COUNCIL

RFD# 2020062

Date: August 10, 2020

TO: Mayor Kogon and Members of Council

SUBMITTED BY: Jason MacDonald, Deputy CAO - Operations

DATE: August 10, 2020

SUBJECT: 2020 Rambler Agreement

ORIGIN: Expiration of Existing Agreement as of July 31, 2020

LEGISLATIVE AUTHORITY: Municipal Government Act Section 47 (5) The Council may make and carry out a contract, perform an act, do any thing, or provide a service for which the municipality or council is authorized by an Act of the Legislature to spend or borrow money.

RECOMMENDATION: That Council approve the attached agreement between the Town of Amherst and the Amherst Ramblers "Jr A" Hockey Club 1997.

BACKGROUND: The previous agreement between the Town and the Club has expired and a new agreement is required for the upcoming hockey season.

DISCUSSION: Due to the uncertainty caused by the COVID-19 pandemic the parties are recommending a one-year agreement. The terms of the agreement are basically unchanged. There is a five percent increase in fees that the Club will pay to the Town. In addition, three clauses have been inserted into the agreement which allow the Town to close the stadium or the Club to not utilize the stadium due to COVID-19. In these cases, neither party would be held financially responsible for losses incurred by the other party. The third clause requires the Club to agree to follow all protocols established by governing bodies or the Town related to COVID-19.

FINANCIAL IMPLICATIONS: The five percent increase in fees represents approximately \$1,000 in additional revenue to the Town.

COMMUNITY ENGAGEMENT: No community engagement has been undertaken at this time. A media release will be issued should the agreement be approved.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications to the approval of the agreement.

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications to the approval of the agreement.



ALTERNATIVES: 1. Do not enter into the agreement and do not allow the Club to utilize the Amherst stadium.

2. Council may ask for additional or alternative terms in the agreement.

ATTACHMENTS: Draft agreement.

Report prepared by:

Report and Financial approved by:

AGREEMENT BETWEEN

AMHERST JR "A" HOCKEY CLUB 1997 (*herein after called the Ramblers*)

THE TOWN OF AMHERST (*herein after called the Town*)

PREAMBLE

Whereas the Town is the owner of and operates the Amherst Stadium (The Town);

And Whereas the Amherst Jr "A" Hockey Club 1997 owns and operates a hockey club that will participate in the Maritime Hockey League which club will be known as the Amherst Ramblers (The Ramblers);

And Whereas the Ramblers is desirous of renting ice time as well as related facilities from the Town in order to promote the Ramblers as a tier two Junior "A" Hockey Team and participate in the MHL;

And Whereas the Town is prepared to rent to the Ramblers the facilities necessary for the Ramblers to operate the Hockey Club subject to the terms and conditions here in after set out.

The parties hereto acknowledge the forgoing recitals, and including the Operating Principles as set out in Appendix A, as being true and accurate and agree to incorporate same as terms of this agreement in effect from August 1, 2020 to July 31, 2021

- 1. Pre-Season:**
 - a) Ice will be available 14 days prior to the start of MHL regular season.**
 - b) Hourly Pre-Season practice rental for 2020-2021 will be:**
As per user fee policy
 - c) Preseason games for 2020-2021 will be:**
\$463.05 plus HST
- 2. Regular Season game fees for 2020-2021 will be:**
\$21,676.20 plus HST (based on 26 home games)
- 3. Playoff game fees for 2020-2021 will be:**
\$868.21 plus HST
- 4. Payment:** The Amherst Jr. Ramblers will be billed on the last day of each month starting August and end the month the season is complete.
- 5. Games Schedule:** Games to start at 7:00pm, 7:30pm or 8:00pm. Special consideration will be given to games that are scheduled on statutory holidays. These games will be scheduled for 2:00pm. Town is open to special game time requests from the Ramblers providing 30 days'

notice is provided prior to the scheduled game. Regular season dates must be approved by the Facility Coordinator prior to submitting to the MHL.

3. **Practice Times:** Practices are scheduled for one and a half hours (1.5 hours) on Tuesday and Thursday nights or such nights that are agreeable to both the team and the Town of Amherst. The practice charge is included with flat game fees. To be consistent with the Town of Amherst Ice Allocation Policy, a charge at the regular prime time rental rate + HST applicable at the time of the cancellation will be levied if this practice is not canceled within 48 hours. This notice period is required to allow the Town ample time to try to rent the ice to a 3rd party.
4. **Selling of Stadium Advertising:** As per Stadium Sign Rental Policy # 72300-08. See attached Policy. Ice logo sales list must be provided no later than August 31 for each year of this contract. All other advertising inventory available to the team up to September 30 for each year of this contract.
5. **Stadium Event Sign:** Information related to the Stadium Event Sign changes will be required at least 48 hours prior to game day. Ramblers will provide a schedule of games and wording for the sign as required.
6. **Insurance:** The Ramblers agrees to carry, during the times of use, general liability insurance covering bodily injury and property damage with limits of at least \$1,000,000.00 per occurrence, and to be responsible for any and all expenses, costs and liabilities in connection with any claim which may be made against the Stadium by reason of the activities contemplated by this Agreement or persons coming on the premises of the Stadium as a result of the activities. Proof of General Liability insurance to be provided to the Town of Amherst before the start of training camp.
7. **Security:** Security arrangements shall be made by the Town with a bonded security company for all Amherst Rambler home games. 100% of the full cost will be the responsibility of the Ramblers and will be billed and due on a month to month basis. Prior to the start of the season, and again prior to the start of the play-offs during the term of this contract, the Town and the Ramblers will meet to determine security standards and numbers based on Service Nova Scotia Alcohol & Gaming Division.
8. **Bar:** Provided the sale of alcohol is permitted at the Stadium, the heated meeting room on the second floor overlooking the ice surface is available to the Ramblers for regular season games and playoffs under the existing Town of Amherst Liquor License. In addition, this license includes a designated area of seating on the west end of the Stadium. For the balance of this agreement, the Ramblers will be responsible for complete operation of the bar during home games. Servers will be appropriately attired and with name tags. The Ramblers will have the right of first refusal to provide bar services in this second floor room, on behalf of the Town for any other event or activity being held from time to time that may require bar services. The Ramblers will participate in the Bar Suspension Program facilitated through the Amherst Town Police. The Town will not be responsible for any items left in this room by the Ramblers or patrons. Should alcohol sales not be permitted the team shall be advised prior to August 1st of each year the agreement is in place.
9. **Dressing Room:** The use of the dressing room will be included in the flat fee. The Ramblers will

be responsible for any and all damage to the dressing room. The Town reserves the right providing adequate written notice is provided (14 days) to use the dressing room for the purpose of Provincial, Regional and/or National events should they occur.

10. **Sponsorship:** The Town will be considered a gold sponsor, with acknowledgment in the program and advertising. The Town will be provided with 5 free season passes, issued as game tickets
11. **Zamboni, boiler and plant rooms** are off limits to all unauthorized persons. This is a significant safety concern and breach of this clause will result in the immediate suspension from the Stadium of the offender for the balance of the Stadium season.
12. **Program of Events:** The Ramblers will provide the Recreation Department (Facility Coordinator) with a program of events and requirements 48 hours prior to the game. (i.e.: Saturday games, requirements by Thursday at 12:00 Noon; Friday Games, requirements by Wednesday at 10:00am). The Ramblers will provide one point of contact for game day. All issues/requests will go through/come from this point of contact.
13. **Chewing Tobacco:** There will be no chewing of tobacco allowed in the Stadium. This is in keeping with current MHL regulations.
14. **Cancellation of scheduled games due to COVID-19:** Should the COVID-19 pandemic cause the cancellation of scheduled games and / or practices, the Club will only be required to pay for the games / practices that were held prior to the cancellation.
15. **Closure of the Amherst Stadium due to COVID-19:** The Town reserves the right to close the Amherst Stadium due to the COVID-19 pandemic and will not be held responsible for any losses incurred by the Club regardless of any decision of the MHL to continue with league play or playoffs.
16. **COVID-19 Usage:** The Club agrees to follow all protocols established by the Province of Nova Scotia, the Provincial Chief Medical Officer of Health, Hockey Canada, Hockey Nova Scotia, the Maritime Hockey League and the Town, including the Stadium Return to Operation Plan, with regard to the health and safety of participants and spectators within the facility during any Club events.

This agreement is contingent on the fact that all regular season and playoff home games are to be played at the Amherst Stadium.

APPENDIX A

The Town of Amherst recognizes the importance of the sustainability of the Amherst Jr. A Ramblers and the Maritime Hockey League in Amherst, as well as the value and benefit of the relationship between the Hockey Club, and the Amherst Stadium to the community and region.

Paramount to the success of any relationship is effective, timely and accurate communications. It is the intent and expectation through a relationship of collaboration and respect, that the Town and the Ramblers shall demonstrate leadership and display positive exemplary behavior through working together to create, develop, enrich and support a positive image for all.

For the term of the agreement, the principal contact for the Town of Amherst will be the Deputy CAO, or official designate and for the Amherst Jr. A Hockey Club, the Club President, or official designate. For day to day operations the principal contact for the Town will be the Facility Manager, and for the Club, the General Manager. All communications relating to day to day operations between parties should flow between these spokespersons.

During the length of this agreement, at least three times per season both parties shall schedule a meeting to review operations, issues and opportunities. Participants shall include the Deputy CAO, Facility Manager and the Chief Administrative Officer or designate. The hockey Club representation shall be the President, General Manager and one additional invitee of the Club. Official minutes of these meetings are to be kept and circulated to both parties. Meetings shall be called and held:

1. Prior to August 15th of each season;
2. Prior to January 15th of each season; and
3. Prior to the start of the MHL Playoffs of each season.

While signage and advertising is the exclusive right of the Town, the Town recognizes that the selling of stadium advertising is a revenue opportunity for the Club. The spirit of this agreement allows for the Club (Article 9) to sell existing inventory sold by the Club during the previous season, as well as any new inventory that is requested by the Club and approved by the Town. Based on the Stadium Sign Rental Policy #72300-08, inventories available to the Club expire each year of this agreement as follows:

1. Ice Logos – July 30th; and
2. All other inventory – September 30th

The Town acknowledges, covenants and agrees that it has the following obligations under the spirit of this agreement:

1. To maintain and keep in good repair the Amherst Stadium, including common elements and the facilities as rented by the Hockey Club;
2. To perform any required repairs reasonably and expeditiously so as to minimize interference with the activities of the Hockey Club;
3. To maintain and keep in good repair exterior facilities, including snow removal;
4. To keep in place property and liability insurance as would a reasonable and prudent facility owner; and
5. To provide adequate security services to ensure a safe and respectful environment.

The Hockey Club acknowledges, covenants and agrees that it has the following obligations under the spirit of this agreement:

1. To pay the facility rental and fees as set out in this agreement;

2. To be responsible for the day to day operations of the Club dressing room, including cleanliness, renovations, signage, telephone or other communications services required by the Club subject to the approval of the Town;
3. To be responsible for the safety and well being of its participants, users, invitees and guests;
4. To provide insurance as set out in this agreement;
5. To abide by and comply with all facility rules and regulations from time to time in place including any by-laws of the Town or the regulations or any other authority having jurisdiction; and
6. Not to permit any notice, painting, design or advertisement without the consent of the Town.

The Town and the Club agree to attempt to resolve any differences, disagreements or disputes under this agreement in good faith and on an expeditious basis. The parties agree to provide candid and timely disclosure of all relevant facts and information. All reasonable requests for relevant documentation relating to the differences, disagreements or disputes made by either party will be honored.

Should, after effort by both parties a disagreement claim or dispute not be resolved, a special meeting will be held involving the Town CAO Deputy CAO and the Facility Manager, and the Ramblers President, General Manager and Board Member designated by the President.

AGREEMENT BETWEEN

AMHERST JR "A" HOCKEY CLUB 1997 (*herein after called the Ramblers*)

THE TOWN OF AMHERST (*herein after called the Town*)

PREAMBLE:

Whereas the Town is the owner of and operates the Amherst Stadium (The Town);

And Whereas the Amherst Jr "A" Hockey Club 1997 owns and operates a hockey club that will participate in the Maritime Hockey League which club will be known as the Amherst Ramblers (The Ramblers);

And Whereas the Ramblers is desirous of renting ice time as well as related facilities from the Town in order to promote the Ramblers as a tier two Junior "A" Hockey Team and participate in the MHL;

And Whereas the Town is prepared to rent to the Ramblers the facilities necessary for the Ramblers to operate the Hockey Club subject to the terms and conditions here in after set out.

The parties hereto acknowledge the forgoing recitals, and including the Operating Principles as set out in Appendix A, as being true and accurate and agree to incorporate same as terms of this agreement in effect from August 1, 2017 to July 31, 2020.

1. Pre Season:

a) Ice will be available 14 days prior to the start of MHL regular season.

b) The hourly rental fee for:

2017-18 will be the same as 2016-17.

2018-19 will be \$84.00/hr + HST

2019-20 will be \$88.00/hr + HST

Preseason games for:

2017-18 will be the same as 2016-17.

2018-19 will be \$420.00 + HST per game

2019-20 will be \$441.00 + HST per game

c) Ramblers will be billed on September 30 with payment to be made by October 31 of each year of this contract.

2. Game Fees: Flat fee of :

2017-18 season will be the same as 2016-17.

\$19,661.00 + HST for the 2018-19 season.

\$20,644.00 + HST for the 2019-20 season

During the term of this contract, game fees will be paid to cover 24 regular season games, including two stat holiday games (if requested). Games fees to be paid in equal monthly installments with first payment due and payable on October 1 of each year of this contract, and each month thereafter, up to and including March 1 of each year of this contract.

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3. **Games Schedule:** All weekday games from Monday to Friday are to start at 7:30pm, Saturday night games to start at 7:00 pm and Sundays after 4:00pm. Town is open to special game time requests from the Ramblers providing 30 days' notice is provided prior to the scheduled game. Regular season dates must be approved by the Facility Coordinator prior to submitting to the MHL.
4. **Practice Times:** Practices are scheduled for one and a half hours (1.5 hours) on Tuesday and Thursday nights or such nights that are agreeable to both the team and the Town of Amherst. The practice charge is included with flat game fees. To be consistent with the Town of Amherst Ice Allocation Policy, a charge at the regular prime time rental rate + HST applicable at the time of the cancellation will be levied if this practice is not canceled within 48 hours. This notice period is required to allow the Town ample time to try to rent the ice to a 3rd party.
5. **Lunchtime Practices:** Practices during the lunchtime period can be used for unscheduled practice by the players at no charge if the ice is available on Tuesday, Thursday & Friday only. Ramblers to contact the Recreation Department before 4:00pm the preceding day to arrange for this ice time.
6. **Office:** Upstairs office at the rear of the bar is available at no charge during the length of this contract. Phone line is at the expense of the Ramblers. The Ramblers will be given use of one of the two small meeting rooms on the second floor during each home game at no charge.
7. **Stadium Rentals (off season):** This agreement includes an allowance for two Rambler Hockey fundraising events during the off season with no charge for Stadium rental, based on availability, with no charge for stadium rental as set out in the Town of Amherst User Fee Policy.
8. **Spectators:** It will be the responsibility of the Ramblers to clear out the Stadium after all hockey games and rentals.
9. **Selling of Stadium Advertising:** As per Stadium Sign Rental Policy # 72300-08. See attached Policy. Ice logo sales list must be provided no later than July 30 for each year of this contract. All other advertising inventory available to the team up to September 30 for each year of this contract.
10. **Stadium Event Sign:** Information related to the Stadium Event Sign changes will be required at least 48 hours prior to game day. Ramblers will provide a schedule of games and wording for the sign as required.
11. **Insurance:** The Ramblers agrees to carry, during the times of use, general liability insurance covering bodily injury and property damage with limits of at least \$1,000,000.00 per occurrence, and to be responsible for any and all expenses, costs and liabilities in connection with any claim which may be made against the Stadium by reason of the activities contemplated by this Agreement or persons coming on the premises of the Stadium as a result of the activities. Proof of General Liability insurance to be provided to the Town of Amherst before the start of training camp.
12. **Security:** Security arrangements shall be made by the Town with a bonded security company for all Amherst Rambler home games and post season home games. 100% of the full cost will be the responsibility of the Ramblers and will be billed and due on a month to month basis. Prior to the start of the season, and again prior to the start of the play-offs during the term of this contract, the Town and the Ramblers together will determine security standards and numbers based on Service Nova Scotia Alcohol & Gaming Division.





13. **Bar:** Provided the sale of alcohol is permitted at the Stadium, the heated meeting room on the second floor overlooking the ice surface is available to the Ramblers for regular season games and playoffs under the existing Town of Amherst Liquor License. In addition, this license includes a designated area of seating on the west end of the Stadium. For the balance of this agreement, the Ramblers will be responsible for complete operation of the bar during home games. Servers will be appropriately attired and with name tags. The Ramblers will have the right of first refusal to provide bar services in this second floor room, on behalf of the Town for any other event or activity being held from time to time that may require bar services. The Ramblers will participate in the Bar Suspension Program facilitated through the Amherst Town Police. The Town will not be responsible for any items left in this room by the Ramblers or patrons. Should alcohol sales not be permitted the team shall be advised prior to August 1st of each year the agreement is in place.
14. **Dressing Room:** The use of the dressing room will be included in the flat fee. The Ramblers will be responsible for any and all damage to the dressing room. The Town reserves the right providing adequate written notice is provided (14 days) to use the dressing room for the purpose of Provincial, Regional and/or National events should they occur.
15. **Sponsorship:** The Town will be considered a gold sponsor, with acknowledgment in the program and advertising. The Town will be provided with 5 free season passes, issued as game tickets.
16. **Photocopying:** The Ramblers will be permitted 600 free copies per year. Payment of additional copies will be in accordance with policy 73470-03 User Fee Policy.
17. **Playoffs:** The playoff per game rate for:
2017-18 will be the same as 2016-17.
2018-19 will be \$787.50 + HST
2019-20 will be \$826.87 + HST
18. **Zamboni, boiler and plant rooms** are off limits to all unauthorized persons. This is a significant safety concern and breach of this clause will result in the immediate suspension from the Stadium of the offender for the balance of the Stadium season.
19. **Program of Events:** The Ramblers will provide the Recreation Department (Facility Coordinator) with a program of events and requirements 48 hours prior to the game. (i.e.: Saturday games, requirements by Thursday at 12:00 Noon; Friday Games, requirements by Wednesday at 10:00am). The Ramblers will provide one point of contact for game day. All issues/requests will go through/come from this point of contact.
20. **Chewing Tobacco:** There will be no chewing of tobacco allowed in the Stadium. This is in keeping with current MHL regulations.
21. This agreement will be for the 2017-2018, 2018-19 and 2019-20 Maritime Junior Hockey League Season, and will take effect on January 1, 2018 and expire on July 31, 2020.
22. This agreement is contingent on the fact that all regular season and playoff home games are to be played at the Amherst Stadium.

 DPK

Signed at Amherst, Nova Scotia this 25th of June, 2018.


Signed: 
Amherst Junior "A" Hockey Club 1997
Gary Brown, President

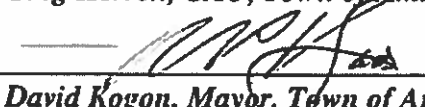

Witness


Signed: 
Amherst Junior "A" Hockey Club 1997
Treasurer

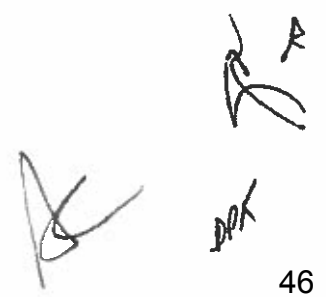

Witness

Signed: 
Greg Herrett, CAO, Town of Amherst


Witness

Signed: 
David Kogon, Mayor, Town of Amherst


Witness



Appendix A – Operating Principles

The Town of Amherst recognizes the importance of the sustainability of the Amherst Jr. A Ramblers and the Maritime Hockey League in Amherst, as well as the value and benefit of the relationship between the Hockey Club, and the Amherst Stadium to the community and region.

Paramount to the success of any relationship is effective timely and accurate communications.

It is the intent and expectation through a relationship of collaboration and respect, that the Town and the Ramblers shall demonstrate leadership and display positive exemplary behavior through working together to create, develop, enrich and support a positive image for all.

For the term of the agreement, the principal contact for the Town will be the Director of Recreation or official designate, and for the Amherst Jr A Hockey Club, the Club President, or official designate.

For day to day operations the principal contact for the Town will be the Facility Manager, and for the Club, the General Manager. All communications relating to day to day operations between parties should flow between these spokespersons.

During the length of this agreement, at least three times per season both parties shall schedule a meeting to review operations, issues and opportunities.

Participants shall include the Director of Recreation, Facility Manager and Chief Administrative Officer or designate. The Hockey Club representation shall be the President, General Manager and one additional invitee of the Club. Official minutes of these meetings are to be kept and circulated to both parties.

Meetings shall be called and held:

1. Prior to August 15th of each season
2. Prior to January 15th of each season
3. Prior to start of MHL Playoffs of each season

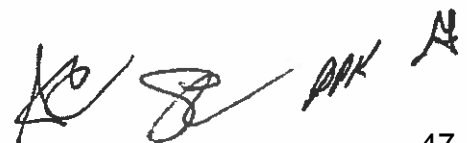
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Ice Logos - July 30th

All other inventory - September 30th

The Town acknowledges, covenants and agrees that it has the following obligations under the spirit of this agreement:

- To maintain and keep in good repair the Amherst Stadium including common elements and the facilities as rented by the Hockey Club
- To perform any required repairs reasonably and expeditiously so as to minimize interference with the activities or the Hockey Club
- To maintain and keep in good repair exterior facilities including snow removal
- To keep in place property and liability insurance as would a reasonable and prudent facility owner
- To provide adequate security services to ensure a safe respectful environment

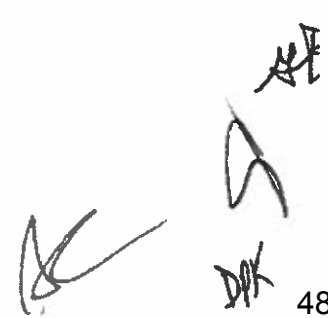


The Hockey Club acknowledges, covenants and agrees that it has the following obligations under the spirit of this agreement:

- To pay the facility rental & fees as set out in this agreement
- To be responsible for the day to day operations of the Club dressing room including cleanliness, renovations, signage, telephone or other communications services required by the Club subject to the approval of the Town
- To be responsible for the safety and well being of its participants, users, invitees and guests
- To provide insurance as set out in this agreement
- To abide by and comply with all facility rules and regulations from time to time in place including any by-laws of the Town or the regulations or any other authority having jurisdiction
- Not to permit any notice, painting, design or advertisement without the consent of the Town

The Town and the Club agree to attempt to resolve any differences, disagreements or disputes under this agreement in good faith and on an expeditious basis. The parties agree to provide candid and timely disclosure of all relevant facts and information. All reasonable requests for relevant documentation relating to the differences, disagreements or disputes made by either party will be honoured.

Should, after effort by both parties a disagreement claim or dispute not be resolved, a special meeting will be held involving the Town CAO, Director of Recreation, Facility Manager, and the Ramblers President, GM and Board Member designated by the President.

Handwritten signatures and initials in the bottom right corner of the page. There are three distinct marks: a large signature on the left, a smaller signature in the middle, and the initials 'DAK' on the right.