

**Minutes of a Special Meeting of Amherst Town Council
Held in Council Chambers
Wednesday, July 16, 2008 at 12:00 PM**

PRESENT: Mayor Jerry Hallee
Deputy Mayor Terry Rhindress
Councillor George Baker
Councillor Ed Chitty
Councillor Dale Fawthrop
Councillor David March
Greg Herrett, CAO
Rebecca Purdy, Executive Assistant

REGRETS: Councillor Robert Angel

1. PUBLIC HEARING

By-Law to Amend the Land Use By-Law (11 Elmwood Drive)

Jason MacDonald described the application by Joe LeFurgey to rezone the property located at 11 Elmwood Drive from "Neighbourhood Commercial" to "Institutional". The purpose of the rezoning application is to permit the operation of a family resource centre on the property. Mr. MacDonald advised Council that the application is in line with the policies set out in the Municipal Planning Strategy and follows the implementation guidelines set out in the Land Use By-Law. The use will not pose any negative impact on the surrounding low density residential areas. A public participation opportunity has been held, with no objections being made regarding the application. The Planning Advisory Committee recommends that Council approve the amendment. The Mayor asked if anyone wished to speak on the issue; there was no one. The CAO advised that no written submissions have been received. The public hearing concluded.

2. CALL TO ORDER

Mayor Hallee called the meeting to order at 12:05 PM

3. APPROVAL OF AGENDA

Moved by Councillor Chitty, seconded by Councillor Fawthrop that STADIUM CANTEEN CONTRACT be added to the Agenda.

MOTION CARRIED

Moved by Councillor Baker, seconded by Councillor March that the Agenda be approved as modified.

MOTION CARRIED

4. BY-LAW TO AMEND THE LAND USE BY-LAW (11 ELMWOOD DRIVE)

Moved by Deputy Mayor Rhindress, seconded by Councillor Chitty that Council approve Second Reading of By-Law P-2-6, A By-Law to Amend the Land Use By-Law as recommended by the Planning Advisory Committee, in order to change the zone on the subject property located at 11 Elmwood Drive from Neighbourhood Commercial to Institutional.

MOTION CARRIED

Town of Amherst
Bylaw to amend the Land Use By-Law P-2

P-2- 6

1. This is a by-law to amend the Land Use By-Law of the Town of Amherst with respect to the matter of the application of the Institutional zone to the property located at 11 Elmwood Drive and identified by PID 25019308.
2. In the Land Use By-Law, Schedule A (the Zoning Map) is hereby amended by applying the Institutional Zone to the property located at 11 Elmwood Drive and identified by PID 25019308

5. COLLECTIVE AGREEMENT BETWEEN THE TOWN AND PANS LOCAL 104

Moved by Councillor Fawthrop, seconded by Deputy Mayor Rhindress that Council approve the new one-year collective agreement negotiated with the Amherst Police Association, and authorize the Mayor and CAO to sign on behalf of the Town.

MOTION CARRIED

Further to the motion, Councillor Fawthrop announced Council’s commitment to municipal policing for the Town of Amherst, and that RCM Policing is no longer being considered by the Town.

COLLECTIVE AGREEMENT

THIS AGREEMENT made this day of **July, 2008.**

BETWEEN:

THE TOWN OF AMHERST, a Municipal Corporation,
hereinafter referred to as the “Town”
- and -

THE AMHERST POLICE ASSOCIATION, a certified Trade Union under the
Trade Union Act of Nova Scotia, Local 104 of the Police Association of Nova Scotia,
hereinafter referred to as the “Union”.

ARTICLE	PAGE	ARTICLE	PAGE
1	Definitions.....2	23	Seniority16
2	Management Rights.....4	24	Promotions17
3	Recognition4	25	Rules and Regulations18
4	No Discrimination5	26	Sick Leave benefits.....18
5	Union Security6	27	PANS Group Insurance19
6	Check Off.....6	28	Pension Plan.....19
7	Hours of Work6	29	Legal aid and Protection ...20
8	Holidays.....9	30	I.D. Cards20
9	Vacations.....10	31	Union Notices20
10	Compassionate Leave..11	32	Salaries20
11	Association Leave11	33	Worker’s Compensation....21
12	Overtime11	34	Courses21
13	Call Out12	35	MER committee22
14	Court Time.....12	36	Grievance procedure22
15	Call Back.....13	37	Part-time Employment24
16	Lieu Time13	38	Assisting Other Police25
17	Clothing14	39	Binding Arbitration25
18	Meal Period.....15	40	No Strike or Lockout.....26
19	Acting Rank.....16	41	Duration and Termination .26
20	Probationary Period.....16	42	Pregnancy and Parental Leave...27
21	Ranks and Salaries.....16	43	Benefit & Binding30
22	Rank Vacancies.....16		Appendix “A” Salaries31

COLLECTIVE AGREEMENT

THIS AGREEMENT MADE THIS DAY OF **JULY, 2008.**
BETWEEN:

THE TOWN OF AMHERST,

a Municipal Corporation
 hereinafter referred to
 as the "Town";

- AND -

THE AMHERST POLICE ASSOCIATION,

A CERTIFIED Trade Union under the
 TRADE UNION ACT OF NOVA SCOTIA,
 Local 104 of the Police Association of Nova Scotia,
 hereinafter referred to as the "Union".

PURPOSE OF AGREEMENT

- (1) Whereas it is the desire of both Parties to this Agreement:
- (a) to maintain and improve the harmonious relations and settle conditions of employment between the Town and the union;
 - (b) to recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment services, etc.;
 - (c) to encourage efficiency in operation and,
 - (d) to promote the morale, well-being and security of all the members in the bargaining unit of the Union.
- (2) And whereas it is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in an agreement, now, therefore, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

- 1.01 ASSOCIATION – The Amherst Police Association, Local 104 of the Police Association of Nova Scotia.
- 1.02 CHIEF OF POLICE – The person so appointed by the Town from time to time to the position of "Chief of Police" of the Amherst Police Department.
- 1.03 COURT - Any Federal, Provincial, Municipal or Civic Tribunal acting in a judicial or quasi-judicial capacity and shall include police departments or Town inquiries or hearings.
- 1.04 COURT TIME – Any attendance at any court inquiry or hearing by an employee while they are not on duty, to give evidence as a witness, whether called upon to give evidence or not.
- 1.05 CALENDAR DAY - A period of twenty-four (24) hours commencing at 12:01 a.m.
- 1.06 CALENDAR DAY FOR THOSE WORKING 12 HOUR PLATOON SHIFTS - A period of twenty-four (24) hours commencing 7:00 a.m. to 7:00 a.m.
- 1.07 CALENDAR WEEK - A period of seven (7) days, commencing at 12:01 a.m. on Sunday.
- 1.08 CALENDAR YEAR – A period of twelve (12) consecutive months, commencing January 1st and ending December 31st.
- 1.09 YEAR OF SERVICE – A period of twelve (12) consecutive months or two thousand and eighty (2,080) hours.
- 1.10 CALL OUT - The summoning of an employee back to their place of work during their off duty hours, for the purpose of carrying out police duties.

- 1.10.1 COMMISSION – Means the Amherst Board of Police Commissioners and includes predecessors of the Commission where the Agreement deals with length of employment and seniority.
- 1.12 EMPLOYEE – A person who is assigned to a position coming within the scope of this Agreement.
- 1.13 LIEU TIME means any time which may be taken as time off in lieu of payment for hours worked, by whatever name it be called, and, for greater certainty, includes the time referred to in Articles 7, 8, 12, 13, 14, 15 and 34, and any other time which may be taken off in lieu of payment for hours worked, under any other article or under any other arrangement or practice in which the employee has the option of taking time off in lieu of pay for hours worked;
- 1.14 LIEU TIME BANK means the total number of hours of accumulated lieu time from time to time standing to the credit of an employee.
- 1.15 MEMBER - An employee who is a member of the Amherst Police Association, Local 104 of the Police Association of Nova Scotia.
- 1.16 REGULAR PERMANENT EMPLOYEE – An employee who has served a twelve (12) month probationary period.
- 1.17 REGULAR FULL-TIME EMPLOYEE - An employee who has been appointed to a full-time position and who works the normal number of shifts on a regular basis.
- 1.18 REGULAR PART-TIME EMPLOYEE – An employee who works on a regular basis, but less than the normal number of shifts.
- 1.19 SHIFT – Means eight (8) hours consecutive hours of regular duty.
- 1.20 SHIFT – Means twelve (12) consecutive hours of regular duty for those on platoon duty.
- 1.21 INTERPRETATION – In this Agreement, masculine includes the feminine and singular denotes the plural, where such interpretation is required.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.01 The Union and the employees recognize and acknowledge that it is the exclusive function of the Town, subject to the terms and conditions of this Agreement to:
 - (a) maintain order, discipline and efficiency;
 - (b) hire, discharge, suspend, direct, classify, reclassify, transfer, promote and demote, or otherwise discipline any employee, provided that a claim for discriminatory promotion, demotion or transfer or a claim that an employee has been discharged, suspended, disciplined or demoted without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided in Article 35.
- 2.02 All disciplinary matters shall be dealt with by the Town in strict accordance with the procedural and substantive requirements for discipline matters in the Police Act, S.N.S. C9, and Regulations thereunder and the final disposition of disciplinary matters under those procedures shall be final and binding on the Parties and not arbitrable under this Agreement.

ARTICLE 3 RECOGNITION

- 3.01 The Town recognizes the Amherst Police Association as the sole bargaining agent for collective bargaining purposes for all employees of the Amherst Police Department as classified by Order No. 1359 of the Labour Relations Board of Nova Scotia.
There shall be a minimum of:

- (a) Five (5) sergeants
- (b) Twelve (12) full-time constables
- (c) One (1) secretary
- (d) One (1) administrative officer (until the present incumbent leaves the Police Department).

The following are also included in the bargaining unit:

- (a) Sergeants
- (b) Constables
- (c) One (1) Secretary
- (d) Administrative Officer (until the present incumbent leaves the Police Department)
- (e) Part-time employees (sworn officers)
- (f) Any further ranks below the rank of Deputy Chief of Police

3.02 It is agreed by the Town and the Union that as long as the Secretary is performing duties or work for the Amherst Police Department, the Secretary shall remain a member of the bargaining unit. Should the Town discontinue the Secretary's duties and work for the Police Department and transfer her to the Town Hall, then the Union agrees she will no longer be a member of the bargaining unit.

3.03 There shall be a Deputy Chief. The position of Deputy Chief shall be excluded from the bargaining unit. When the position of Deputy Chief becomes vacant, the Town shall first consider applications from members of the bargaining unit. The Town shall not consider applications for Deputy Chief from persons outside the bargaining unit unless it determines that no applicant from within the bargaining unit is reasonably qualified to fill the position.

ARTICLE 4 NO DISCRIMINATION

- 4.01 The Town agrees that there will be no discrimination, restriction, or coercion exercised by it with respect to any member of the Union by reason of race, colour, sex, age, political or religious affiliation or by reason of membership in the Union.
- 4.02 Subject to the normal rights of Management of the Amherst Police Department, the Union and the members agree that there will be no intimidation, interference, restraint, or coercion exercised or practiced with respect to any employees of the Amherst Police Department by any of its members or representatives.

ARTICLE 5 UNION SECURITY

- 5.01 The Town agrees that it shall be a condition of employment with the Town that all employees in the bargaining unit shall upon joining the Police Department, become and remain members in good standing of the Union.

ARTICLE 6 CHECK OFF

- 6.01 The Town agrees to deduct from the wages of employees all union dues, initiation fees, insurance contributions and medical plan contributions from time to time levied by the Union on the employees, and to forward same monthly to the Police Association of Nova Scotia, accompanied by a list of employees showing contributions.

ARTICLE 7 HOURS OF WORK

- 7.01 The twelve (12) hour shift shall apply to those employees assigned to patrol duty.
- 7.02 The patrol employees shall be divided into four (4) platoons, each platoon to work a schedule as follows:
- (a) two (2) shifts of 7:00 a.m. to 7:00 p.m.;
 - (b) twenty-four (24) hours off;
 - (c) two (2) shifts of 7:00 p.m. to 7:00 a.m.;
 - (d) four (4) days off.

- 7.03 Notwithstanding Article 7.02, where there is a full complement on a platoon working a 7 p.m. to 7 a.m. shift, and where there is an operational requirement to do so, the Deputy Chief may order that a member of the platoon shall work a shift of 12 hours which begins no earlier than 4 p.m.
- 7.04 Rescheduling under Article 7.03 shall be made so as to ensure a fair rotation of rescheduling. Before a decision to reschedule is made, the Deputy Chief shall consult with the shift sergeant on the identity of the employee to be rescheduled.
- 7.05 No employee may be rescheduled under Article 7.03 unless that employee has received notification of the rescheduling before the end of his or her first day shift.
- 7.06 As the shift schedule will result in employees working an average of an additional twelve (12) hours every six (6) weeks above what would be worked if a forty (40) hour work week were employed, the Town shall grant each employee accumulated time off.
- 7.07 For the purpose of calculating cost factors and benefits under the Collective Agreement, all former benefits under the Collective Agreement shall be converted to hours and calculated on the basis of a forty (40) hour week or 2,080 hours per year, as indicated by the following examples with the exception of vacation:
- (a) A statutory holiday under the former system equals eight (8) hours off duty or two-thirds (2/3) of a twelve (12) hour shift off duty;
 - (b) The overtime provisions of the Collective Agreement shall not apply until after the completion of twelve (12) hours work for those employees working the twelve (12) hour schedule.
- 7.08 All shifts and assignments shall have a fixed time for starting work, all employees shall follow a fixed shift schedule and such schedule shall not be altered or rescheduled without twenty-four (24) hours notice to the employees concerned.
- 7.09 Employee's days off shall be consecutive.
- 7.10 The Chief of Police may appoint employee(s) to an investigation section. The schedule for this section shall be posted two (2) weeks in advance following discussion with the employee(s) provided that:
- (a) the shifts shall be eight (8), ten (10) or twelve (12) hours at the discretion of the Chief of Police;
 - (b) Overtime shall be earned after the scheduled shift hours or after forty (40) hours in one calendar week;
 - (c) An employee assigned to the investigation section shall be entitled to holidays in accordance with Article 8 (1) of the Collective Agreement. Those holidays will normally be scheduled as paid days off (eight (8) hours regular pay). If scheduled, all hours worked shall be paid at the rate of time and one-half (x 1 ½) for each hour worked. If more than eight (8) hours are worked, overtime at the rate of double time (x2) shall be paid.
 - (d) Once posted, changes shall only be made to the schedule to meet operational requirements, or as otherwise agreed between the Chief of Police and the employee(s);
 - (e) Volunteers shall be given first consideration by the Chief of Police in assignment to the investigation section;
 - (f) Employees assigned to the investigation section shall be paid an annual bonus of one thousand dollars (\$1,000);

- (g) Employees assigned to the investigation section shall have two (2) consecutive days off per week;
- (h) Employees assigned to the investigation section shall be entitled to have at least two (2) weekends off per month (from end of shift on Friday to 07:00 on Monday).
- (i) An investigator shall not be used to fill vacancies in the uniformed platoons save for exceptional circumstances such as, for example, unavailability of part-time and full-time personnel and operational emergencies; and
- (j) Upon completion of at least two (2) years' service in the investigation section, an employee may give the Town three (3) months' written notice of her/his desire to be transferred out of the section and the Town shall effect the requested transfer by not later than the expiration of the notice period.

7.11

- a) Flex-Time Police Officer means a full time employee scheduled to work 2080 hours per year with all benefits except as those outlined in this Article.
- b) It is the intent of the Parties to create a flexible shift with a schedule posted two weeks in advance, with shifts consisting of eight (8) ten (10) or twelve (12) hours. These shifts can be changed when required on twenty-four (24) hours notice without incurring overtime.
- c) The Employer will maintain a complement of four (4) Sergeants and twelve (12) Constables for platoons A, B, C and D. One (1) Sergeant and three (3) Constables shall be assigned to each of the four (4) twelve (12) hour shifts as outlined in Article 7.02.
- d) When an employee assigned to the patrol complement leaves the employment of the Employer through resignation, retirement or released with cause, the senior flex-time officer shall have first option of moving to a regular platoon.
- e) Should the senior flex-time officer move to A, B, C or D platoon and the employee who left the shift complement return with his previous seniority, the Employer shall have the option of moving the junior regular platoon officer back to a flex-time police officer.
- f) The flex-time officers will be scheduled for a maximum of ninety-six (96) hours in any two week period before incurring overtime.
- g) Each flex-time officer will have no less than two (2) consecutive days off per week. In each month at least one of the two consecutive days off shall be Saturday and Sunday combined, unless agreed to by the employee.
- h) The Union and the Town agree that junior officers will fill the flex-time positions. No current full-time employee as of June 1, 2008 who is presently assigned to A, B, C or D platoon, major crime unit, street crime or community relations will fill a flex-time position unless agreed to by the employee.
- i) Employees on the flex-shift shall not accumulate float hours through the working of additional hours as per Article 7.06. The shifts shall be scheduled to ensure there are no hours worked as a result of the shift schedule that would be above what would normally be worked if a forty (40) hour work week were employed. Any additional hours will be reconciled every six (6) pay periods.
- j) The maximum number of flex-time officers shall be three (3).

- k) Flex-time police officers will be paid a minimum overtime rate of one and one half (1.5) times the hourly rate for all hours worked over ninety six (96) hours in a two (2) week period. Payment of overtime shall be included in the next following regular payday.

ARTICLE 8 HOLIDAYS

- 8.01 The Following days shall be considered legal holidays for the purpose of this Agreement:
- (a) New Year's day
 - (b) Good Friday
 - (c) Easter Monday
 - (d) Victoria Day
 - (e) Civic Holiday
 - (f) Labour Day
 - (g) Canada Day
 - (h) Thanksgiving Day
 - (i) Remembrance Day
 - (j) Christmas Day
 - (k) Boxing Day
 - (l) Any other day appointed by proclamation of the Governor-General of Canada, the Lieutenant Governor of Nova Scotia, or by legal proclamation by the Mayor of the Town of Amherst.
- 8.02 If a holiday falls on a regular day off of an employee or during an annual vacation, the employee shall be entitled to another day off at a later date, or a day's pay.
- 8.03 All employees shall be paid eight (8) hours' pay at the employee's regular hourly rate of pay for each holiday. Should an employee be required to work a legal holiday, all regular hours worked on the legal holiday shall be paid at the rate of time and one-half (1 ½) the regular hourly rate of pay.

ARTICLE 9 VACATIONS

- 9.01 Employees working an eight (8) hour shift schedule shall receive the following vacation entitlement:
- (a) following completion of one (1) year of service and up to twelve (12) years of service, an employee shall be entitled to fifteen (15) eight (8) hour shifts of vacation per year;
 - (b) following completion of twelve (12) years of service and up to twenty (20) years of service, an employee shall be entitled to twenty (20) eight (8) hour shifts of vacation per year;
 - (c) following the completion of twenty (20) years of service, an employee shall be entitled to twenty-five (25) eight (8) hour shifts of vacation per year.
- 9.02 For employees working the twelve (12) hour shift schedule, one week's vacation shall be one work cycle. (i.e. 48 hours = one cycle)
- 9.03 Should less than ninety percent (90%) of scheduled hours be worked, then vacation pay shall be pro-rated. For the purpose of this clause, all time paid by the Employer shall be deemed to be time worked. Time spent on Workers' Compensation also shall be deemed to be time worked, but only during the first six months of inability to work, and not thereafter.
- 9.04 The time that employees take their vacations may be agreed upon between the employees and the Chief of Police.
- 9.05 Should no agreement be reached by May 1st, the Chief of Police reserves the right to schedule vacation. Employees may change their scheduled vacation on agreement with the Chief of Police or his designate.

- 9.06 Seniority based on full-time employment with the Department shall determine priority for vacation time.
- 9.07 A vacation list covering the employees of the Police Department shall be posted in the Police Station no later than May 1st of each year.

ARTICLE 10 COMPASSIONATE LEAVE

- 10.01 Upon the death of a parent, spouse, brother, sister, child, or a current in-law, an employee shall be granted compassionate leave for a period of four (4) consecutive days commencing with and including the day of the death. The employee shall suffer no loss of regular earnings for time that would otherwise have been worked during this period. Pay for the period will not be granted if the employee does not attend the funeral.
- 10.02 If additional days are required, they may be granted with or without pay at the discretion of the Chief of Police.

ARTICLE 11 ASSOCIATION LEAVE

- 11.01 The Town agrees to grant leave with pay to members of the Union to enable them to attend to the business affairs of the Association, but in no event shall the combined total for the bargaining unit exceed two hundred and forty (240) hours per annum, with further provision that at no one time shall more than two (2) members, subject to operational requirements, be given leave.
- 11.02 Subject to operational requirements, the Town agrees that up to three (3) members shall suffer no loss of regular earnings for time spent in direct negotiations with the Employer for collective bargaining, conciliation, binding arbitration and attendance at labour management meetings.
- 11.03 When an employee is granted leave under this Article and he will be absent during his normal (7:00p.m. to 7:00 a.m.) shift, the Chief of Police shall be allowed to move the (7:00a.m. – 7:00 p.m.) shift employees to these shifts if he deems it is necessary. Only in this circumstance shall shifts be rescheduled for employees.

ARTICLE 12 OVERTIME

- 12.01 The Town shall pay an overtime rate of one and one-half (1 ½) the regular hourly rate of pay for all hours worked after eight (8) hours in any one day and all overtime worked on a Sunday, or equivalent of a Sunday (i.e. if an employee's days off are Tuesday and Wednesday, the second day shall be equivalent to a Sunday), shall be paid double the regular hourly rate of pay.
- 12.02 Overtime worked on holidays (see Article 8) shall be paid at the rate of double the regular hourly rate of pay.
- 12.03 For the purposes of computing overtime, any period over fifteen (15) minutes shall be computed as an hour.
- 12.04 For the purpose of computing the regular hourly rate of pay, 2,080 hours shall be divided into the employee's basic salary.
- 12.05 The Town shall not reschedule any employee or schedule time off for the purpose of avoiding the payment of overtime.
- 12.06 All employees have the option of taking equivalent time off in lieu of payment of overtime hours worked, but it is expressly agreed that equivalent time off means one and one-half (1 ½) hours off for each hour of regular overtime and two (2) hours off for each hour of double time.

ARTICLE 13 CALL OUT

- 13.01 All employees called out to duty during off duty hours, shall be paid a minimum of four (4) hours at the rate of time and one-half (1 ½) and if an employee is required for longer than four (4) hours, he shall be paid for his full time at the rate of time and one-half (1 ½).
- 13.02 A call out occurs after an employee has reported off duty and before he is next scheduled to report for duty. However, it is agreed that when an employee is required to report not more than three (3) hours in advance of his/her regular shift, this shall constitute an overtime assignment rather than a call out. Application of this clause shall be subject to twenty-four (24) hours advance notice.
- 13.03 Notwithstanding Article 13.01, employees called out on their second and fourth days off shall be paid a minimum of four (4) hours at the rate of double time (2T). If the employee is required for longer than four (4) hours, the employee shall be paid at the rate of double time (2T) for all hours worked.
- 13.04 The option of taking time off in lieu of payment shall apply to call outs in the same manner as overtime.

ARTICLE 14 COURT TIME

- 14.01 All employees required to make an off-duty attendance at court shall receive a minimum of four (4) hours pay at the rate of time and one-half (1 ½) the regular hourly rate of pay for each such attendance. **An employee notified six (6) hours prior to the scheduled court case s/he is not required for court, shall not be eligible for court time.**
- 14.02 If attendance is required for longer than four (4) hours, the employee shall be paid for his full time at the rate of time and one-half (1 ½) the hourly rate of pay.
- 14.03 An employee required to make an off duty attendance at Court has the option of taking equivalent time off in lieu of payment.
- 14.04 Lieu time under this article shall be a minimum of six hours, at regular pay, or, where attendance is required for longer than four (4) hours, and the employee chooses to take lieu time, the employee's lieu time bank shall be credited for his full time at the rate of one and one half (1 ½) hours for each hour of such attendance.

ARTICLE 15 CALL BACK DURING VACATION

- 15.01 All employees called back to work during vacation shall receive three (3) days leave or pay for each day worked.
- 15.02 An employee shall be credited with a minimum of one day worked for any portion of a day that the employee works, at the request of the Town during the employee's vacation.
- 15.03 The option of taking time in lieu of payment shall apply to Call Back in the same manner as overtime.
- 15.04 This Article governs, if an employee is called back by the Town or the Crown, during vacation to attend court, with respect to matters arising out of his duties with the Town.
- 15.05 For greater certainty, "three (3) days leave or pay" means three (3) times (x) eight (8) hour days, which equals twenty-four (24) hours.

ARTICLE 16 LIEU TIME

- 16.01 The employer shall maintain a lieu time bank for each employee and shall review that record, prior to each pay, as a part of the normal payroll process.

- 16.02 Notwithstanding anything in this agreement, or any practice, no employee shall be permitted to maintain lieu time in excess of 96 hours in his or her lieu time bank.
- 16.03 Where, at the time each pay is calculated, the total accumulation of lieu time in the lieu time bank of any employee exceeds ninety-six (96) hours, the employer shall pay to that employee, in that pay period, an amount sufficient to reduce the lieu time bank of that employee to ninety-six (96) hours.
- 16.04 Notwithstanding any provision of this agreement, or any practice, all hours taken off as a use of lieu time first shall be scheduled by the Chief of Police, but only following a request for lieu time by the employee and discussion with the employee concerned. Employee requests to use lieu time shall not be unreasonably denied.
- 16.05 Where, at the date of the signing of this agreement, any employee has accumulated more than ninety-six (96) hours of time which may be taken off in lieu of payment for time worked, by whatever name it be called, and including time accumulated under Article 14 of the predecessor agreement, the accumulation over ninety-six (96) hours shall be paid out forthwith to that employee at the rate of pay then in effect.

ARTICLE 17 CLOTHING

- 17.01 All employees shall be required to perform their duties in uniform or in civilian clothes as the Chief of Police may direct.
- 17.02 The Town shall issue the following clothing when required to all sworn police officers who are required to perform their duties in uniform:
- Summer shirts with short sleeves
 - Uniform pants
 - Winter shirts
 - Neck ties
 - Pair of socks
 - Pair of winter gloves.
- 17.03 The Town shall issue the following equipment and clothing to sworn police officers when required and replace the same due to wear, tear and usage on the job:
- Tunic
 - Pea jacket
 - Summer hat
 - Winter hat
 - Reversible raincoat
 - Flashlight with batteries as required
 - Handcuffs
 - Baton
 - Pistol and holster
 - Winter sweater
 - One pair of search gloves
- 17.04 All uniforms and uniform equipment furnished by the Town shall be property of the Town and shall be produced by the employee when required for inspection. Upon termination of employment the employee shall return all uniforms and uniform equipment to the Town before receiving final settlement for wages due.
- 17.05 Where sworn police officers are required to perform their duties in civilian clothes on a regular basis, the Town shall grant such employees a sum of up to thirteen hundred dollars (\$1,300) annually effective April 1, 2006, upon provision of receipts. Such civilian clothes shall be solely for the purpose of the employee's performance of their duties.
- 17.06 All employees detailed temporarily (minimum one (1) week) to plain clothes shall be paid twenty-five dollars (\$25.00) per week effective April 1, 2006 while on such duties (clothing allowance).

- 17.07 A boot allowance of two hundred dollars (\$200.00) annually effective April 1, 2006 shall be paid to sworn police officers. Such boots shall be police uniform boots. Receipts must be submitted.
- 17.08 Employees shall take precautions to preserve uniforms and equipment to present a good appearance and to insure maximum service. Dry cleaning of uniforms and plain clothes as required shall be paid for by the Town. Each employee shall have a maximum of four (4) articles dry-cleaned monthly.
- 17.09 The Town will discuss any changes in clothing issue with the Union.
- 17.10 All articles of uniform clothing and equipment damaged during the performance of duty shall be repaired or replaced at the expense of the Town.
- 17.11 The Parties agree that a "Stores System" controlled by a Committee (one (1) Union representative and one (1) Management representative) is in place and shall continue. Should the two (2) persons fail to agree on any matter, the decision shall rest with the Chief of Police.

ARTICLE 18 MEAL PERIOD

- 18.01 All employees shall be entitled to a meal period during each shift as shown below:
- (a) during shift 12 midnight to 8:00a.m., the employees shall be entitled to a half-hour (1/2) meal period;
 - (b) during shift 4:00p.m. to 12 midnight, the employees shall be entitled to a half-hour (1/2) meal period;
 - (c) during shift 8:00 a.m. to 4:00p.m., the employees shall be entitled to one (1) hour meal period;
 - (d) during the 7:00a.m. to 7:00p.m. and the 7:00p.m. to 7:00a.m. shifts, the employees shall be entitled to one (1) hour meal period.

ARTICLE 19 ACTING RANK

- 19.01 In the absence of the sergeant in charge of the platoon for six (6) hours or more, another officer shall be assigned as Acting Sergeant and shall be paid at the Sergeant's rate of pay while so acting. The senior Constable on duty will be assigned to act as Sergeant provided the employee is competent to perform the job of Sergeant.

ARTICLE 20 PROBATIONARY PERIOD

- 20.01 Every new employee shall serve a probation period of two thousand eighty (2,080) hours paid at regular rates during which time the employee may be dismissed for non-disciplinary reasons without the Town having to show just cause. The Town may dismiss an employee for disciplinary reasons within the probationary period, but only if the employee admits a disciplinary default contrary to the Police Act and Regulations or if an employee is found to have committed a disciplinary default contrary to the Police Act and Regulations. Notwithstanding this, prior to dismissing a probationary employee for non-disciplinary reasons, the Town shall give the probationary employee the reasons for his dismissal and an opportunity to reply to the reasons for the dismissal although the probationary employee shall not be entitled to a formal hearing. The Town shall not dismiss probationary employees on a discriminatory basis contrary to Article 4.

ARTICLE 21 RANKS AND SALARIES

- 21.01 Should the Town see fit to institute new ranks, it shall obtain the approval of the Union as to the salaries.
- 21.02 The ranks and salaries and classes herein listed shall not be modified during the term of this Agreement.

ARTICLE 22 RANK VACANCIES

22.01 All vacancies that occur within the Amherst Police Department of N.C.O.'s and Officers under contract shall be filled within sixty (60) days from the employees within the Department.

ARTICLE 23 SENIORITY

23.01 There shall be two seniority lists, full-time and part-time.

The seniority of a part-time employee may only be exercised against another part-time employee and may not be exercised against the seniority of a full-time employee.

Upon completion of the probationary period, seniority shall be effective from the 1st day of employment for full-time employees.

Should a part-time employee who has completed their probation be later hired to full-time position, their seniority shall commence on the full-time list on the date of commencement as a full-time employee.

23.02 An employee leaving the employ of the Town of his own accord, shall lose all seniority; in the event of re-engagement he shall have no claim to time worked prior to leaving.

23.03 Seniority shall be used in determining preference or priority for layoffs and re-engagement, if qualified for any work in the classification as outlined herein and covered by this Agreement before the Town employs any other person.

23.04 Subject to Article 9 – Vacations, the seniority of employees shall be given preference in the selection of vacation periods. However, time off in lieu of payment for overtime shall not be based on seniority, but shall be equitably rotated.

23.05 Employees who commence employment as part-time employees shall receive credit for their service as part-time employees towards their vacation entitlement on the basis of two thousand and eighty (2080) regular hours being equal to one (1) year of service. Part-time employee service shall not be credited towards seniority and shall not be credited towards priority in taking vacation. (i.e. service for amount; seniority for choice)

ARTICLE 24 PROMOTIONS

24.01 When a vacancy occurs within the ranks covered by this Agreement, or when a new position is created, the Town shall notify the Union in writing and post notices of the position on the bulletin board at the Police Station for a minimum of fifteen (15) days in order that all employees will know about the position and be able to make written application therefore to the Town.

24.02 For the purposes of promotion, seniority of employees shall be given preference when the job specifications have been complied with and the qualifications, fitness and adaptability of all competing employees are equal.

24.03 The Town shall have the right to place the successful application to the position on a trial period for six (6) months during which time he shall be paid the salary for that position. Conditional on satisfactory service such trial promotion shall become permanent after the period of six (6) months.

24.04 In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new position, he shall be returned to his former position without loss of seniority at his former salary.

24.05 In cases of promotion requiring higher qualifications or certification, the Town shall give consideration to the senior employee (i.e. preparing for qualifications prior to filling of a vacancy).

24.06 No employee with less than two (2) years of seniority shall qualify for promotion.

ARTICLE 25 **RULES AND REGULATIONS**

25.01 The Town shall make available to all employees a copy of applicable rules and regulations.

ARTICLE 26 **SICK LEAVE BENEFITS**

26.01 Sick leave shall be accumulated on the basis of twelve (12) hours for every one hundred and seventy three point three (173.3) hours worked, to a maximum accumulation of one thousand five hundred and sixty (1,560) hours. For the purpose of this clause, hours worked shall be deemed to include paid vacation time, paid statutory holiday time, paid leaves, paid training time and paid compassionate leave.

26.02 In the event an employee's sick leave has been used up, the employee's position shall be reviewed by the Town.

26.03 Any violation of the sick leave benefits shall be a cause for immediate dismissal.

26.04 Sick leave taken will be calculated in hours absent from work during sick leave.

26.05 The Employer reserves the right to require proof of injury or illness, which includes the right to require the employee to produce a medical certificate by a qualified medical and licensed doctor: (a) describing the nature of the illness or injury; (b) providing a description of the relationship of the illness or injury to the employee's ability to perform the duties of a police officer; (c) providing medical opinion on such other matters related to work performance as the Chief may reasonably require.

26.06 Notwithstanding the provisions of Article 26.05, and in addition to them, the Employer may request such medical certification from a qualified medical and licensed doctor designated by the Employer.

26.07 Where an employee is referred, under Article 26.06, all costs incurred, including pay for time lost from work to attend an appointment shall be borne by the Town.

ARTICLE 27 **POLICE ASSOCIATION OF NOVA SCOTIA**
GROUP INSURANCE, MEDICAL AND DENTAL PLAN

27.01 The Town shall pay one hundred percent (100%) of the premium of the group life insurance and long-term disability plan, maintained by the Police Association of Nova Scotia for all employees.

27.02 The Town shall pay fifty percent (50%) of the premium for the dental plan maintained by the Police Association of Nova Scotia for all employees.

27.03 It shall be a condition of employment with the Town that all employees shall join the plan and remain in good standing in the plan as long as they remain members.

27.04 (a) The Employer agrees to pay 50% of the cost of a retired employee's participation in the Police Association of Nova Scotia Medical and Dental Insurance Plan with the same coverage benefit as in effect as of the date of signing of this collective agreement, for so long as the employee is under the age of 65 years.

(b) For the purposes of sub-article 27.04(a) a retired employee is one who has retired from the Amherst Police Department on or after the employee attains 60 years of age.

(c) For clarity, this provision affects only employees turning 60 years of age after the date of the signing of this collective agreement.

ARTICLE 28 PENSION PLAN

- 28.01 The Town agrees to contribute seven percent (7%) of each employee's yearly earnings to the Police Association of Nova Scotia Pension Plan or future successor plan.
- 28.02 Each employee will contribute seven percent (7%) of their yearly earnings to the Police Association of Nova Scotia Pension Plan or future successor plan.
- 28.03 Monthly contributions are to be deducted from both parties and sent to the office of the Administrator of the Police Association of Nova Scotia Pension Plan or future successor plan.
- 28.04 The Town agrees it is a condition of employment that all employees become members of the Police Association of Nova Scotia Pension Plan or future successor plan.

ARTICLE 29 LEGAL AID AND PROTECTION

- 29.01 The Town shall provide each employee with counsel for his defense, in any case of Court Action brought against such employee as a result of the employee's performance of his duties and while acting within the scope of those duties. Each employee shall have the right to retain additional counsel of his own choice at his own expense.
- 29.02 If the Town and the Union fail to agree that the employee was so acting within the scope of his duties, the matter shall be determined by arbitration and if the arbitration proves favorable to the Union, the Town shall become liable for the expenses of any counsel employed by the employee.
- 29.03 The Town shall indemnify the employee for all monetary damages resulting from such performances.
- 29.04 In general, the employee shall not be considered to be acting within the scope of his duties, if his actions are unlawful or grossly negligent, but an employee shall not be considered to be acting outside the scope of his duties solely because of a mere error in judgement.
- 29.05 The Town shall waive any claim it may have against an employee arising out of such performance.

ARTICLE 30 I.D. CARDS

- 30.01 The Town shall issue I.D. Cards to all employees of the Amherst Police Department.

ARTICLE 31 UNION NOTICES

- 31.01 The Union is entitled to post notices concerning its affairs in the Police Station.

ARTICLE 32 SALARIES

- 32.01 See Appendix A.

ARTICLE 33 WORKER'S COMPENSATION

- 33.01 The Town shall cover all employees under the Worker's Compensation Act of Nova Scotia.
- 33.02 In the event an employee is injured in such circumstances as would entitle the employee to be eligible for compensation under the Worker's Compensation Act, the Town agrees to top-up to the allowable amount under Worker's Compensation Board Act and Regulations for a maximum period of one (1) year. The Town will also

continue to pay its' share of medical benefit premiums and pension contributions for a maximum period of one (1) year, provided the employee continues to pay the employee's share.

ARTICLE 34 COURSES

- 34.01 The Town and the Union agree that all courses to be provided to employees by the Town where possible shall be posted for fourteen (14) calendar days prior to an employee being selected for the course in order that each employee wishing to be selected for the course may make application, in writing, to the Chief of Police. The employee selected to attend courses may be chosen from those employees who made application except where the course is a course required in compliance with the provisions of the Police Act and Regulations.
- 34.02 When an employee is sent by the Town on a course, (that course being paid for by the Town) exceeding ten (10) days, (excluding travelling time), the employee will be required to continue employment with the Town for two (2) years from the date of the completion of the course or else the employee will be subject to a maximum penalty of three hundred (\$300.00) dollars, which shall be reduced and pro-rated in relation to the time actually served in the employ of the Town between the date of the completion of the course and two (2) years.
- 34.03 Employees attending courses provided by the Town away from the Town of Amherst, which require that they remain out of town during meal periods, shall be reimbursed for daily expenses, pursuant to the Town's travel policies. In the event meals are provided at the institution where the course is taken, no meal allowance shall be paid.
- 34.04 Where the Town is unable to provide the posting time as set out in (1) herein, such fourteen (14) calendar day time limit will be waived. The Town reserves the right to direct specific employees to attend any particular training program(s) or course(s), however seniority shall be a factor to be considered in such selection.
- 34.05 Employees selected by the Town for training and employees providing training shall suffer no loss of regular earnings. Where out-of-town travel is required (on an employee's time off), such time actually spent on travel shall be added to the employee's banked time at straight time. Should such training be on an employee's day off then the employee shall be granted another shift off in lieu.
- 34.06 Should a course of less than eight (8) hours total duration be held on an employee's day off, then the employee shall be granted a minimum of eight (8) hours pay at straight time rate, to be added to the employee's banked time.
- 34.07 'Courses' includes seminars and training.

ARTICLE 35 MANAGEMENT – EMPLOYEE RELATIONS

- 35.01 For the purpose of efficiency it is hereby agreed that a Management – Employee Relations Committee shall be formed within thirty (30) days following the signing of this Agreement. The Committee shall consist of six (6) members, three of whom shall be appointed by the Union and three (3) from the Town, one of which shall be the Chief of Police. The names of the persons appointed shall be communicated to the other Party. The Committee shall meet and select a Chairperson who shall act as Chair for a six (6) month period and whose duties shall be to preside at all meetings and provide the Parties with seven (7) day's notice of all meetings. The Committee 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 lapse between meetings and the first meeting will be held sixty (60) days following the signing of this Agreement.

ARTICLE 36 GRIEVANCE PROCEDURE

- 36.01 A member of the Union, summoned before the Chief of Police to answer to a disciplinary charge, may be accompanied by the Executive-Director or counsel of the Police Association of Nova Scotia or by one designate of the Grievance Committee. This representative has the right to examine and cross-examine witnesses and to submit arguments.
- 36.02 The Town acknowledges the right of the Union to appoint, elect, or otherwise select a Grievance Committee to represent the employees. Such Committee shall consist of a Chairperson and two (2) other members of the Union, whose names shall be communicated to the Town by the Union upon the signing of this Agreement. Any changes in the personnel of such Committee shall be immediately communicated to the Town by the Union.
- 36.03 Where a difference arises between the Town and any employee, relating to the rules and regulations of the Amherst Police Department or relating to interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated or that employee has been suspended, dismissed or disciplined, such difference, allegation, suspension or dismissal being hereafter referred to as the 'grievance', the following procedure shall apply:

Step 1 Grievance Committee

All grievances are to be submitted in writing by the interested employee or employees to the Grievance Committee for approval before subsequent steps in the Grievance Committee may be taken. The approval of the Grievance Committee may not be unreasonably or arbitrarily withheld. All grievances approved by the Grievance Committee become grievances of the Union and the Union representatives shall take all the necessary steps to resolve the grievance.

Step 2 Chief of Police

Any grievance must be submitted in writing within six (6) weeks of the initial occurrence of the event giving rise to the grievance. Failure to comply with this time limit shall render the grievance void and non-arbitrable. The Chief of Police shall render his decision in writing within two (2) weeks from the time of receipt of the grievance excluding weekends and holidays.

Step 3 Police Commission

- (a) Failing settlement at Step 2, the matter may be carried forward by the Union to the Police Commission, provided the matter has been discussed with the Chief of Police. The Police Commission will make its decision known to the Grievance Committee within four (4) weeks of the time of submission of the grievance to the Police Commission, excluding weekends and holidays.
- (b) If the employee concerned or the Union are not satisfied with the decision of the Police Commission, the Union may submit the matter to an Arbitration Board, which shall be selected as follows in Step 4.
- (c) The Union shall have the right to omit Step 2 of the Grievance Procedure in non-disciplinary grievance, provided the matter of the grievance has been discussed with the Chief of Police in an attempt to resolve the grievance.

Step 4 Arbitration Board

- (a) Within four (4) weeks after the decision of the Police Commission, if the Union decides to proceed, it shall notify the Town in writing of its intention to submit the matter to an Arbitration Board and the Union shall in the said notice name its suggested chairperson(s) to serve.

Should this provision not be complied with, the matter is deemed to be resolved and shall not be further processed and no arbitrator shall have jurisdiction to hear the matter.

- (b) Within one (1) week after receiving such notice from the Union, the Town shall notify the Union in writing of the name of the chairperson agreed to by the Town. In the event that none of the persons suggested by the Union in subsection (a) herein are agreed, the Town shall notify the Union in writing of the name of the chairperson(s) that it suggests to serve.
- (c) Within one (1) week of receipt of the names of the suggested chairperson(s), the Parties shall agree on the selection. Should the Parties be unable to agree on the selection of the Chairperson, then either Party may apply to the Minister of Labour to appoint a Chairperson.
- (d) Within twenty-one (21) days of the appointment of the Chairperson, the Arbitration Board shall hear the grievance including arguments and evidence from the Parties to this Agreement.
- (e) The Arbitration Board shall have the power to modify or set aside any penalty imposed by the Town, Police Commission or Chief of Police relating to the disciplinary measures before them, but shall not have power to add, subtract or modify any terms of the present Agreement.
- (f) Decisions of the Arbitration Board shall be final and binding upon both the Union and the Town.
- (g) The Town and the Union shall share equally the expense of the Chairperson of the Arbitration Board.
- (h) The Town may grieve against the Union by, within ten (10) days (excluding weekends) of the occurrence of the incident giving rise to the grievance, giving its grievance in writing to the Executive-Director of the Police Association of Nova Scotia. The Executive-Director of the Police Association of Nova Scotia shall have fifteen (15) days (excluding weekends) to give his answer to the grievance. If the answer is not to the satisfaction of the Town, the Town shall have twenty (20) days (excluding weekends and holidays) following the delivery of the answer to submit the matter to arbitration and the provisions of Article 35, Step 4 herein shall apply, mutatis mutandis.

ARTICLE 37 PART-TIME EMPLOYMENT

- 36.01 All employees hired for part-time employment, shall receive salary at the starting constable's rate for the first two thousand and eighty (2,080) hours with a minimum of one calendar year service.
- 37.01 All part-time employees after having completed two thousand eight (2,080) hours of work **and a minimum of one calendar year of service**, shall receive salary at the next level of one to two years.
- 37.02 All part-time employees having completed four thousand one hundred and sixty (4,160) hours of work **and a minimum of two calendar years of service** shall receive salary at the level of two years and over.
- 37.03 Subject to applicable legislation, after a part-time employee has completed two thousand eighty (2,080) hours of service, the Town and the employee shall, if the employee elects to join the pension plan, be obligated to make contributions at the rate provided for in Article 28.
- 37.04 Uniform issue to part-time employees will be on an as required basis.
- 37.05 Part-time employees can be scheduled at the discretion of the Town and the Union agrees that there shall be no violation of the Collective Agreement as the result of such scheduling.
- 37.06 Part-time employees shall be paid overtime for hours in excess of twelve (12) hours in one day or forty-eight (48) hours in one (1) week.

37.07 Part-time employees shall receive pro-rated benefits (including holiday pay) under the Collective Agreement. However, it is expressly agreed that part-time employees are not entitled to any of the benefits provided for in Article 27.

ARTICLE 38 ASSISTING OTHER POLICE

38.01 The Town agrees when employees of the Amherst Police Department are assisting other police agencies (i.e. municipal police departments, RCMP, etc.), outside of the jurisdiction of the Town of Amherst, such employees shall be entitled to all benefits under their existing contract and any other benefits as though they were working for the Town of Amherst.

ARTICLE 39 BINDING ARBITRATION

39.01 After the expiration of this Agreement, if the Town and the Union have commenced collective bargaining and have failed to conclude a new agreement and a conciliation officer has been appointed by the Minister of Labour and has failed to bring about an agreement between the Town and the Union and has made a report to the Minister of Labour, then within fourteen (14) days after the conciliation officer makes his report to the Minister of Labour, both the Town and the Union shall apply in writing to the Minister of Labour for the appointment of an arbitrator consistent with the provisions of the Trade Union Act.

39.02 All issues in dispute at the time the conciliation officer files his report to the Minister of Labour, shall be finally determined by the arbitrator and the arbitrator's decision shall be final and binding on both the Town and the Union.

39.03 The Town and the Union agree to be bound by the relevant procedures of the Trade Union Act.

ARTICLE 40 NO STRIKE OR LOCKOUT

40.01 The Union agrees that there shall be no strike, retarding or stoppage of work and the Town agrees there shall be no lockout of employees during the term of this Agreement, or any extension thereof.

40.02 The words "strike" and "lockout" shall be as defined in the Trade Union Act.

ARTICLE 41 DURATION AND TERMINATION

41.01 This Agreement shall be deemed to have come into force and effect on the 1st day of April, **2008** and shall continue in full force and effect until the 31st day of March, **2009**, and thereafter from year to year unless either the Town or the Union shall give notice to the other as hereinafter provided that it desires that this Agreement shall be revised, modified, amended or terminated or that the terms and conditions of a new agreement be negotiated to replace this Agreement.

Retroactivity will extend to salaries **including** overtime. The salary retroactivity applies only to those employees who remained in the bargaining unit as of **June 26, 2008**. Other changes set out in this agreement shall become effective on the date of signing of this collective agreement.

41.02 Such notice to be effective must be in writing and served in the following manner:

- (a) if given by the Town, it must be served either by personal service or registered mail, upon the President or the Secretary of the Union;
- (b) if given by the Union, it must be served either by personal service or registered mail, upon the Town Manager;
- (c) it must be served upon the President or Secretary of the Union or upon the Town Manager, whichever is applicable before the 1st day of December of the year in which the Agreement is to terminate;

- (d) failure to serve any such notice in the aforementioned manner will render the notice null and void.

41.03 This Agreement may be amended at any time during the term of this Agreement provided the two Parties mutually agree in writing to the amendment.

ARTICLE 42 PREGNANCY AND PARENTAL LEAVE

42.01 The provisions of the Nova Scotia *Labour Standards Code*, as amended from time to time, respecting pregnancy and parental leave shall apply to all employees.

42.02 (a) An employee on pregnancy or parental leave may maintain coverage under the Police Association of Nova Scotia group insurance, medical and dental plans. If the employee elects to do so, the employer shall continue to pay 50% of the cost for same.

(b) An employee on pregnancy or parental leave may elect:

(i) to continue to make the required contributions to the PANS pension plan or other successor pension plan while on such leave,

(ii) to stop contributions to the PANS pension plan or other successor pension plan while on such leave but double the required contributions to the PANS pension plan or other successor pension plan immediately following the employee's return to work until the contributions missed While on such leave have been made in full or

(iii) to forgo any contributions to the PANS pension plan or other successor pension plan for the period the employee is on pregnancy or parental leave. If the employee makes pension contributions pursuant to sub-article i) or ii) hereof, the employer shall make matching contributions to the PANS plan or other successor pension plan on behalf of the employee.

42.03 While on pregnancy or parental leave, an employee:

(a) shall continue to accrue and accumulate service and seniority for the duration of the leave and the service and seniority shall be continuous;

(b) shall not accumulate sick leave entitlement;

(c) shall have the employee's vacation and floater shift entitlement reduced *pro rata* for the proportion of the year that the employee is on pregnancy and/or parental leave;

(d) shall not be entitled to statutory holiday pay or shifts off for any statutory holiday which occurs while the employee is on pregnancy and/or parental leave;

(e) shall have the employee's entitlement to boot and clothing allowances reduced *pro rata* per sub-articles 15.03(c) and 15.05(c) respectively, but

(f) shall be entitled to all other benefits of this agreement.

42.04 An employee shall produce, when requested by the Chief of Police, any certificate referred to in the pregnancy and parental leave provisions of the Nova Scotia *Labour Standards Code*.

42.05 Leave for illness of an employee arising out of or associated with the employee's pregnancy prior to the commencement of, or after the ending of, pregnancy leave may be granted in accordance with the provisions of the Sick Leave Article.

42.06 The employer shall pay

(a) an employee on pregnancy leave or

(b) an employee on parental leave who had been on pregnancy leave immediately before commencing parental leave a sum equal to the lesser of

(c) 25% of the employee's regular wages ("regular wages" shall mean 1/52 of the annual wage rate set out in Appendix 'A' per week) or

(d) an amount determined by subtracting the employee's employment insurance benefits received or receivable from 75% of the employee's regular wages.

42.07 Notwithstanding anything in this agreement, the financial liability of the employer under Article 42.06, during the period Article 42.06 is in force or has effect, shall be limited to an amount equal to the amount paid to female employees who qualify under Article 42.06 as now worded ("the cap").

42.08 If for any reason the employer is required to pay an amount in excess of the cap, it has a right to recover the excess from the union and its bargaining unit employees. This recovery may be made by the employer from other expenditures to be made by it, to or on behalf of the union or its members, except from wages or pension contributions, under this agreement or under any replacement agreement, and nothing but the repayment of the excess extinguishes the obligation.

42.09 If for any reason the employer is required to pay any amount in excess of the cap, the employer may give notice to the union that it desires forthwith to negotiate the reduction or alteration of other employer costs so that the employer recovers the excess. If the parties are unable to agree on the mechanism for the recovery of the excess amount within 30 days of the notice given, the employer shall be at liberty to reduce or alter expenditures to be made by it, to or on behalf of the union or its members, except from wages or pension contributions, until the employer recovers the excess.

42.10 Subject to Article 42.11, Article 42.06 of this Article expires at midnight of the last day this agreement is in force or has effect.

42.11 Notwithstanding Article 41.10: (a) Article 42.06 continues to bind the employer and to apply to any employee on pregnancy or parental leave at the time at the time Article 42.06 otherwise ceases to be in force or to have effect, and until the completion of that pregnancy or parental leave; and (b) any employee on a pregnancy leave which expires after the last day in which Article 42.06 is in force or has effect, may commence a parental leave immediately after her pregnancy leave as if Article 42.06 was still in effect, and Article 42.06 shall bind the employer and apply to that employee.

ARTICLE 43 BENEFIT AND BINDING

43.01 This Agreement and everything contained herein shall enure to the benefit of and be binding upon the Parties hereto and their successors.

SIGNED, SEALED AND DELIVERED **THIS** **DAY OF JULY, 2008.**

APPENDIX A **SALARIES**

	April 1/08	Dec 15/08
Constables		
0-1 year service	38,539.00	39,315.00
1-2 year service	46,247.00	48,256.00
Cst. 1 st. Class (over 2 years)	61,663.00	63,744.00
Sergeants	67,830.00	70,118.00
Staff Sergeant	70,913.00	73,943.00
Administrative Officer	46,548.00	46,548.00
Secretary	33,545.00	33,545.00

NOTE: Retroactivity only extends to those employees who remain in the bargaining unit as of June 26, 2008.

6. AMEND SALARY ADMINISTRATION POLICY

Moved by Councillor Chitty, seconded by Councillor Fawthrop that Council approve an amendment to the Town’s Salary Administration Policy, #4350-01, Appendix C-2, the Salary Scale for Non-Union Police positions, as recommended by Administration

MOTION CARRIED

Town of Amherst
Salary Administration Policy
April 1, 2008

Appendix C-2

Salary Scale
Non-Union Police Positions
Salary Amounts

<u>Job Level</u>	Effective April 1, 2008	Effective December 15, 2008
Chief of Police	\$93,417	\$95,705
Deputy Chief of Police	\$84,006	\$86,294
Executive Assistant/ Dispatch Coordinator Police	\$44,504	\$45,617

7. BACKHOE / LOADER LEASE

Moved by Councillor Baker, seconded by Councillor March that Council accept the Atlantic Cat lease for the 2008 catipillar 430E IT backhoe at their low quotation of \$1,363 per month (plus HST).

MOTION CARRIED

8. STADIUM CANTEEN CONCESSION - OPERATING AGREEMENT

Moved by Councillor March, seconded by Councillor Chitty that Council approve the agreement between George Baker and the Town of Amherst, with respect to the Stadium Canteen Concession and Robb Complex, and that the Mayor and CAO be authorized to sign the agreement.

MOTION CARRIED

Canteen Concession Agreement

THIS AGREEMENT made this ___ day of _____, 2008,

BETWEEN:

THE TOWN OF AMHERST (the Town) -and-
GEORGE BAKER (the Operator).

IN CONSIDERATION of the covenants set forth on the part of the Operator to be observed and performed, the Town and its assigns grant to the Operator the right to operate the food and drink concession (the “Concession”) At the Amherst Stadium and the Robb’s Centennial Complex (the “Facility”) (as further described and set out in Appendix “A”) for a term of three (3) years extending from Date of execution of this agreement to July 31, 2011 for the annual amount of Ten Thousand Dollars (\$10,000.00) plus HST (“Contract Amount”) plus Two percent (2%) of net Sales (total sales less HST) in excess of \$100,000.00 plus HST;

1.0 RENTAL AMOUNTS

1.01 Payment of the Contract Amount: Payment commencing the 1st day of August, 2008 and following on the last day of each month thereafter and concluding on the 1st day of July, 2011 pay to the Town a monthly amount of Eight Hundred and Thirty-Three Dollars and Thirty-Four Cents (\$833.34) plus HST .

1.02 The Contractor shall pay the Town \$300.00 plus HST as rent for the period from date of signing this agreement to 31st day of July, 2008.

1.03 On or before August 31st of each year of the contract , the Operator shall provide to the Town a Statement of Year End Sales net of HST (Previous year) and remit with the Statement of Year End Sales the 2% plus HST amount on the over \$100,000.00 sales. The Town shall upon request be provided the detailed sales receipts to examine records for each year of sales. In the first year of the contract, the Year End sales covers the period from the date of signing to July 31st, 2009.

1.04 The Operator shall provide a security deposit of One Thousand Dollars (\$1,000.00) as set out in paragraph 5.03 herein.

2.0 OPERATOR RESPONSIBILITIES

- 2.01** The Operator covenants and agrees with the Town to operate the Concession in accordance with, and subject to:
- 2.02** The Operator must furnish all human resources, insurance, licensing, bonding, small wares, additional equipment, food, beverages and supplies to operate canteen and catering services at the Amherst Stadium. Operator to establish *new* customer accounts with all suppliers, including The Pepsi Bottling Group.
- 2.03** Concession rights include vending machines on location at the Amherst Stadium and Robb's Centennial Complex. Concession rights do not include the sale of alcoholic beverages. Concession rights do not include the sale of food and beverages at specified charitable events as determined by the Town.
- 2.04** The Operator must at all times maintain adequate records of sales by using point of sale equipment deemed suitable to all regulators.
- 2.04** The Pepsi Bottling Group holds exclusive beverage rights on the Amherst Stadium and Robb's Complex. The Operator must purchase and use Pepsi-Cola products at all times. The Town reserves the right to enter into any exclusive beverage supplier agreement (supplier) at the Amherst Stadium or Robb's complex.
- 2.05** The Operator shall enter into any contracts necessary with the supplier mentioned in paragraph 2.04 to obtain their product for sale at the Amherst Stadium and Robb's Complex.
- 2.06** The Operator shall, in regard to the beverage vending machines located at the Amherst Stadium and Robb's Complex, make whatever arrangements, enter into any contracts necessary to continue the operation of said vending machines. The Town will assign all its rights to the 25% commission presently payable to the Town in regard to the earnings of the said vending machines.
- 2.07** **Product Quality** — The Operator shall be responsible for processing, preparing, storing, and serving all food and beverage items adhering to all federal and provincial regulations.
- 2.08** **Staffing and Training** — The Operator must provide adequate numbers of employees, vendors to efficiently serve the customers. Operator personnel must maintain professional demeanor at all times. The Operator employees must be easily identified with proper uniform and name tag approved by the Town of Amherst. The Operator shall provide adequate and regular training for its employees including, without limitation, instruction on appropriate procedures for handling customers' requests and complaints. The staff shall be trained in food handling and industry *sanitation* programs to comply with all applicable federal and provincial laws and regulations.
- 2.09** **Repair and Maintenance** – The Operator shall be solely responsible for the condition, maintenance, operation, and management of the Concession furnishings, equipment and fixtures which the Town has supplied, as well as any Concession furnishings, equipment and fixtures which the Operator has supplied or may supply during the term of this Contract, and the Town shall not be required to bear any cost or expense for repairs or maintenance of any nature whatsoever. The Operator shall maintain the Concession furnishings, equipment and fixtures which the Operator or the Town has supplied in good working order and repair in accordance with all supplier and manufacturer maintenance recommendations. The Town shall provide to the Operator for use during the term of the contract the equipment as set out in Appendix "B", subject to clause 2.08 herein. All equipment shall be returned to the Town in good working order at the completion of the contract.
- 2.10** Industry standards for occupational health and safety must be adhered to.
- 2.11** **Mandatory Hours of Operation** – It is mandatory that the Operator have the canteen open at the Amherst Stadium on Fridays from 5:00 p.m. to 9:00 p.m., Saturdays from the 9:00 a.m. to the end bookings for the day, Sunday from the beginning of the first rental to 5:00 p.m. and for all MJHL games, tournaments, skate shows during normal operating season, and all major bookings at the stadium throughout the year. In addition, it is required that canteen services be provided at Robb's Complex for all major events and ball tournaments.
- 2.12** **Security** — It is the Operator's responsibility to secure all canteen facilities. If a theft occurs, it must be reported immediately to the supervisor of the facility. Theft of any equipment and products, and receipts will be the responsibility of the Operator.
- 2.13** **Subcontracting** — The Operator may not assign any of its rights or obligations without the prior written approval of the Town of Amherst.
- 2.14** **Multi Day Event User Contracts** – The Town will limit multi-day event users contracting the facility to one day hospitality provision of food and beverages.

3.0 INSURANCE AND PROTECTION OF PROPERTY

- 3.01** **Protection of Work and Property** The Operator shall protect the Work area and the Owner's property from damage which may arise as the result of the Operator's operations under the Contract.

Should the Operator in the performance of the Contract damage the Work, or the Owner's property, the Operator shall be responsible for the making good such damage at the Operator's expense.

- 3.02 Worker's Compensation-**Prior to commencing the Work, the Operator shall provide evidence of compliance with workers' compensation legislation in Nova Scotia, including payments due thereunder.

At any time during the term of the Contract, when requested by the Town, the Operator shall provide such evidence of compliance.

- 3.03 Insurance-General Liability** insurance shall be in the joint names of the Operator and the Town of Amherst, with limits of not less than \$2,000,000.00 per occurrence and with a property damage deductible not exceeding \$2,500.00.
- 3.04 Property Insurance:** "All risks" property insurance shall be in the joint names of the Operator and the Town of Amherst, insuring the full value of the Amherst Stadium.
- 3.05** The policies shall provide that, in the case of a loss or damage, payment shall be made to the Owner and the Operator as their respective interests may appear. The Operator shall act on behalf of the Owner for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the Operator shall proceed to restore the Work.
- 3.06** If the Operator fails to provide or maintain insurance as required by the Contract Documents, then the Owner shall have the right to provide and maintain such insurance and give evidence to the Operator. The Operator shall pay the cost thereof to the Owner on demand.

4.0 CONCESSION AREA AND EQUIPMENT

- 4.01** The concession stand at the Amherst Stadium (shown on Plan of Renovations, hereto attached as Appendix "A", and shown in the enlarged inset diagram showing 1st floor canteen and also the existing canteens on the 2nd floor shown on the plan for the 2nd floor) and Robb's Centennial Complex submitted by the Operator [where appropriate, as modified by a letter dated from the Operator (being pages)] attached to this agreement as Appendix "A".
- 4.02** List of Equipment provided by the Town as shown in Appendix "B" attached hereto.

5.0 GENERAL CONDITIONS

- 5.01** All references to "Contractor" "Tenderer", "Bidder", "Successful Bidder" "Successful proponent " Concessionaire" or similar shall be deemed to mean "Operator".
- 5.02** The Operator does further covenant and agree with the Town that if at any time during the continuance of this agreement the Operator fails in the performance of the terms and conditions contained in this agreement, including the schedules embodied in and forming part of this agreement, then in that case and in every such case, the Town may exercise any or all rights and remedies as contained in this agreement
- 5.03** Performance Security-The Operator shall prior to execution of this agreement by the Town and commencement of its concession operations, provide the Town with a performance security in the amount of One Thousand Dollars (\$1,000.00) for any damage to the Town's real or other property arising out of the operation of the Concession herein and existing at the termination of this agreement. The Town shall refund the security deposit to the extent that it is not required at the termination of the agreement to pay for damage or repairs and restoration of the area of operation as provided for in this agreement or pursuant to the clause entitled "Termination".
- 5.04 Area of Operation**
The snack bar area indicated on Appendix "A" with the dimensions as shown on Appendix "A", shall be provided by the Town to the Operator for the operation of the Concession and shall be referred to as the area of operation in the Amherst stadium any costs or expenses respecting alterations, installations or improvements to the area of operations required by the Operator and the provision and maintenance of the Operator's operating equipment shall be the sole responsibility of the Operator.
- 5.05 Ownership of Operator-installed Improvements**
Any and all improvements or alterations to the area of operation including fixtures installed and paid for by the Operator, shall upon expiration or termination of this agreement be removed by the Operator. The area of operation shall be restored as closely as possible to the condition it was in when it was first occupied by the Operator pursuant to this agreement, damage by fire or unavoidable casualty and ordinary wear and tear excepted.
- 5.06 Alterations and Additions**
The Operator shall neither alter any part of the area of operation, nor install any fixtures thereto without the prior permission in writing from the Town which permission shall not be unreasonably withheld. The Operator shall provide the Town with all relevant plans and drawings respecting any proposed alterations, installations or other improvements to the area of operations upon applying for such permission in writing from the Town.

5.07 Comply with Laws

The Operator shall, relating to its operation of the Concession, comply with all applicable statutes, laws, by-laws, regulations, ordinances, notices and orders, whether federal, provincial, municipal or otherwise, at any time in effect during the currency of this agreement, and all rules and requirements of the police and fire departments, or other governmental authorities, and procure all C.S.A. approvals, if required. The Operator shall obtain and pay for all necessary permits and licences required to permit its operation of the Concession, and shall not do or suffer to be done anything in violation of any such laws, ordinances, rules or requirements. If the attention of the Operator is called to any such violation on the part of the Operator, or of any person employed or engaged by the Operator, the Operator shall immediately desist from or correct such violation. Notwithstanding the foregoing, where it is not possible with reasonable diligence to immediately desist from or correct the violation, the Operator shall immediately commence efforts to do so and shall thereafter diligently pursue those efforts.

5.08 Costs to Comply

Any costs incurred or required to meet the compliance by the Operator with laws, by-laws or regulations, including equipment required by the Fire Code shall be assumed by the Operator.

5.09 Use of the Area of Operation

The Operator shall not use the area of operation, nor shall he or she permit others to use the area of operation, for any other purpose than the purposes of operating the Concession to provide food and beverage service.

5.10 Standard Conditions of the Area of Operation

The Operator shall keep the area of operation clean, clear of waste, paper, garbage, combustible materials and obstructions, and shall not cause or permit any noises and odors which would constitute a nuisance to emanate from the area of operation.

5.11 Repairs and Maintenance

The Operator shall maintain the area of operation and all fixtures, equipment and chattels in a safe, clean and neat condition, and shall maintain all equipment or chattels used in the area in a good state of repair. The Town Chief Administrative Officer acting reasonably may require certain maintenance, repair or replacement in accordance with notice given in writing to the Operator. Where the Operator fails to repair, replace or remedy any deficiency within hours following the giving of such notice (or if the deficiency is not, within reasonable diligence, capable of being repaired or replaced or remedied within such hour period, where the Operator fails to commence efforts to remedy such default within hours following the giving of such notice and thereafter diligently to pursue such efforts), the Town may cause the required work to be done either by its own employees or by some other person authorized by the Town Chief Administrative Officer to do so. The reasonable cost of such work shall be recoverable as a debt from the Operator, its successors and assigns, and shall bear interest at a rate equal to the interest rate the town charges on overdue taxes, when the Town exercised its right to cause such work to be done. This does not preclude the Town from resorting to any other remedies that it may have at law. The Town Chief Administrative Officer shall, acting reasonably, be the sole judge of the adequacy of the cleanliness, safety and neatness of the Concession and shall have the power to order any changes deemed advisable to ensure this. Upon termination of this agreement, the Operator shall leave the area of operation in good repair and in a safe, clean and neat condition, damage by fire or unavoidable casualty and ordinary wear and tear excepted.

5.12 Solid waste disposal

The Operator shall sort solid waste in accordance with the Town's Solid Waste bylaw.

5.13 Natural Gas

The Operator shall be responsible for the payment of natural gas as metered for the operation of the Concession and the Town shall be responsible for the cost of installing meters in the area of operation to measure the consumption of these utilities by the Operator.

5.14 Telephone

The Operator shall have installed his or her own business telephone in the area of operation and be responsible for payment of all costs associated with the installation and monthly charges.

5.15 Licence and Taxes

In addition to the payment contemplated by this agreement for the right to operate the Concession, the Operator shall at his or her own expense be responsible for obtaining and keeping all municipal and any other licences, or approvals, necessary to permit the use of the area of operation by the Operator and the carrying on of the business of the Operator as provided for in this agreement and the payment of, any applicable business occupancy taxes on the Concession area of operation.

5.16 Signs

A sign satisfactory to the Town, acting reasonably, identifying the Operator may be displayed by the Operator in the area indicated by Appendix " ".

The sign shall be located in agreement with the Town Chief Administrative Officer. The Operator shall not exhibit, other than interior menu and daily menu specials and promotional signage used under national advertising campaigns, any other signs, notices, paintings, designs or advertising devices, without first having obtained the consent in writing of the Town Chief Administrative Officer.

5.17 Indemnity

- (1) The Operator shall be liable for and indemnify and save harmless the Town from any and all losses, liabilities, damages, costs, claims, suits or actions arising out of:
- (a) any breach, violation or non-performance of any covenant, condition, agreement or other obligation in this agreement set forth and contained on the part of the Operator to be fulfilled, kept, observed and performed, and
 - (b) any damage to property and any injury to any person (including death) resulting or occasioned by any wrongful act, default, omission or negligence of the Operator and those for whom it is in law responsible, occurring in or on the area of operation or any part thereof.
- (2) The Town shall be liable for and indemnify and save harmless the Operator from any and all losses, liabilities, damages, costs, claims, suits or actions arising out of:
- (a) any breach, violation or non-performance of any covenant, condition, agreement or other obligation in this agreement set forth and contained on the part of the Town to be fulfilled, kept, observed and performed, and
 - (b) any damage to property and any injury to any person (including death) resulting or occasioned by any wrongful act, default, omission or negligence of the Town and those for whom it is in law responsible, occurring in or on the Facility or any part thereof.
- (3) If the Town or the Operator ("non-defaulting party") shall, without fault on its part, be made a party to any litigation commenced against the other ("defaulting party"), the defaulting party shall protect, indemnify and hold the non-defaulting party harmless and shall pay all costs, expenses and legal fees (on a solicitor and own client basis) incurred and paid by the non-defaulting party in connection with such litigation.

5.18 Removal of Equipment

Upon termination or expiration of this agreement, the Operator shall cease its business operations and remove from the area of operation all of its trade fixtures and personal property. The Operator shall repair any damage caused to the area of operation by such removal to the satisfaction of the Town Chief Administrative Officer acting reasonably. Any personal property remaining in the area of operation days after termination or expiration, shall become the property of the Town.

5.19 Termination

- (1) If the Operator refuses or fails to comply with any of the terms and conditions of this agreement or with any reasonable order or request of the Town Chief Administrative Officer and such refusal or failure continues for days after written notice is given to the Operator by the Town Chief Administrative Officer setting out the particulars of such refusal or failure or where compliance is not, with reasonable diligence, possible within such day period, if the Operator fails to commence efforts to comply within those days and thereafter diligently to pursue those efforts, the Town shall have the right, at its sole option, to terminate this agreement forthwith by notice in writing to the Operator and thereupon the rights of the Operator shall immediately cease, determine and be at an end, and all moneys payable under this agreement shall immediately become due and payable and the Town shall not be liable for payment to the Operator of any moneys whatsoever by reason of such termination.
- (2) Where the agreement is terminated in accordance with the foregoing, the Town, without limiting the generality of the foregoing:
- (a) may remove any of the Operator's fixtures or chattels from the area of operation by force if necessary, and in that event, neither the Town nor any of its servants, agents or employees shall be liable in damages or otherwise to the Operator. There shall be no compensation payable for any improvements made by the Operator and such improvements shall become the absolute property of the Town;
 - (b) shall be deemed free to enter into an agreement with any other person or persons for the operation of the Concession, and
 - (c) shall be entitled to apply the performance security in all or in part against any amounts as are or become payable by the Operator under this agreement. Such application shall not preclude the Town from recovering any further amounts and damages if same can be established to be payable pursuant to this agreement.
- (3) The Operator may terminate this agreement at any time by providing to the Town, in writing, 90 days notice of the Operator's intention to terminate the agreement.

5.20 Destruction of the Area of Operation

(1) If during the term of this agreement or any extension to it, the Facility or the area of operation is destroyed or damaged by fire or the elements, or other causes beyond the control of the Operator, the following provisions shall have effect:

(a) if the area of operation shall, in the Town's opinion acting reasonably, be so badly damaged or destroyed as to be unfit for occupancy and to be incapable of being repaired with reasonable diligence, the Town shall within 10 days of the date of damage, give the Operator notice (the "Initial Notice") in writing of same. Either party may, at its option, terminate this agreement by notice in writing given to the other within 5 days of the date of the giving of the Initial Notice, whereupon this agreement shall terminate and the Operator shall immediately vacate the area of operation. All moneys payable hereunder by the Operator in connection with the Concession shall be fully abated from the date of damage or destruction. Furthermore, any prepaid moneys shall be apportioned for any partial month;

(b) if this agreement is not terminated as aforesaid, and if the Town determines, acting reasonably, that the damage is such:

(i) as to render the area of operation wholly unfit for immediate occupancy, then the Town shall give written notice thereof to the Operator within days of the date of the date of the damage and the payments hereunder shall not (run or) accrue nor shall the term hereof run after such damage or while the process of repair is going on. Additionally, all prepaid moneys shall be apportioned for any partial month. The Town shall repair the area of operation with all reasonable speed and thereafter the Operator shall reopen the Concession for business to the public with all reasonable speed. All payments hereunder and the balance of the unexpired term shall recommence immediately upon the re-opening of the Concession to the public for business;

(ii) that the area of operation is capable of being partially used, then the Town shall given written notice thereof to the Operator within days of the date of the damage and the Town shall repair the area of operation with all reasonable speed. Until such damage is repaired as aforesaid and the entire Concession is re-opened to the public for business, the payment of all moneys hereunder shall abate in the proportion that the part of the area of operation rendered unfit for occupancy is of the whole of the area of operation. Additionally, all prepaid moneys shall be apportioned for any partial month.

(c) If the damage or destruction shall be due to the act, fault or neglect of the Operator, its servants, employees or agents, the provisions of this clause shall apply and such repairs as may be made by the Town shall be without prejudice to any claims, rights and remedies of the Town.

(2) Notwithstanding anything to the contrary in this agreement, if the destruction or damage occurs during the last year of the initial or any extended term of this agreement, the Operator shall be entitled to terminate the agreement.

(3) The Town shall use reasonable efforts to give the Operator adequate notice of any disruption of any utilities or other services of which the Town receives prior notice or has prior knowledge. The Town acknowledges that failure to do so could result in the Town being liable for the cost of any damage to equipment or goods dependent on the utility or services in question.

5.21 Non-Waiver

No condoning, excusing or overlooking by the Town of any default, breach or non-observance by the Operator at any time or times in respect of any provision of this agreement shall operate as a waiver of the Town's right under this agreement in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Town herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Town save only by express waiver in writing. And the doing of anything by the Town required by this agreement to be done by the Operator shall not relieve the Operator of his or her continuing obligation to do that thing.

5.22 Seizure of Goods

In addition to and without omitting any other remedy for failure of the Operator to pay the amounts of money required to be paid to the Town under this agreement, the Town may seize any or all of the goods of the Operator used in the operation of the Concession for any arrears of such amounts, and such goods or chattels may be seized at any place to which they have been removed whether in the area of operation or otherwise.

5.23 Non-assignment

Neither this agreement nor any work to be performed under this agreement or any part thereof may be assigned in whole or in part by the Operator without the prior written consent of the Town. Such written consent, however, shall not under any circumstances relieve the Operator of his or her liabilities and obligations under this agreement and shall be within the sole and unfettered discretion of the Town.

5.24 Notice - Any written notice, or any other thing to be given or delivered pursuant to this agreement shall be deemed properly given if delivered personally or mailed by prepaid registered mail as follows:

- (a) If to the Town: Gregory D. Herrett, CA
Chief Administrative Officer
5 Ratchford Street, Amherst, NS B4H 4A1
- (b) If to the Operator: George Baker
17 Central Avenue, Amherst, NS B4H 2Y7
- (c) such other address of which the party to be notified shall have given written notice to the other party in accordance with the preceding;

and such notice shall be deemed to have been given at the time it was delivered or business days from the date of mailing as the case may be.

5.25 Right to Show or Inspect

The Town, acting reasonably, shall have the right from time to time to show or inspect the area of operation at anytime, provided that the business of the Operator is not unreasonably disrupted.

5.26 Captions

The captions appearing at the beginning of each of the clauses of these general conditions are for reference only and are not to be considered a part of the general conditions.

5.27 In Case of Bankruptcy

Subject to the provisions of the *Bankruptcy and Insolvency Act, R.S.C.* 1985, c. B-3, or any successor legislation or any other applicable legislation where, during the term of this agreement, the Operator makes an assignment for the benefit of its creditors, or becomes bankrupt or insolvent, or makes a proposal to its creditors, the Town may, at its option, declare this agreement void. Where the Town declares this agreement void, the Town shall be entitled to enter into a contract with another party without the consent of the Operator. The exercise by the Town of its right to declare this agreement void and to enter into a contract with another party shall in no way prejudice any rights or remedies that the Town may have at law against the Operator.

5.28 Overholding on a Month to Month Basis

In the event the Operator remains in occupation of the area of operation after the expiration of the term hereof and without the execution and delivery of a new agreement or any written renewal or extension hereof, there shall be no tacit or other renewal of this agreement and term thereof, and the Operator shall be deemed to be occupying the area of operation from month to month at a monthly payment payable in advance on the first day of each month.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

APPENDIX B

Amherst Stadium Equipment List

1. Upright Freezer (2)
 2. Upright Cooler
 3. SS prep table with sink
 4. Microwave (2)
 5. Cooking Range (natural gas)
 6. SS prep table
 7. Bulk Fryer Dump Station
 8. Fryers (natural gas) (4)
 9. Dry Storage Shelving (2)
 10. Heavy Duty Shelving (pop storage)
 11. SS prep station
 12. General Utility Cart
 13. Clean Wares Drying I storage rack
 14. Chip / Chocolate Bar Racks
 15. Hot Chocolate & Cappuccino Machine
 16. Drawer Warmer (holding bagged hot dogs / hamburgers)
 17. Hot Dog Steamer
 18. Counter Top Food Warmer Display (fried foods)
 19. Hot Well (soup, gravy, nacho, cheese..etc.)
-

Robb's

Field Equipment List

1. Coffee Makers (x2)
2. Electric Deep Fryer (x1)
3. Microwaves (x2)
4. Deep Freeze (xl)
5. Pepsi Cooler (xl)

9. MOTION TO ADJOURN

On motion by Councillor Chitty, the meeting adjourned at 12:15 PM

APPROVED:

Gregory D. Herrett, CA
Chief Administrative Officer

Jerry Hallee
Mayor