

COLLECTIVE AGREEMENT

BETWEEN:

CORPORATION OF THE TOWN OF BRIDGEWATER, NOVA SCOTIA

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO.1092

Effective: April 1, 2015 to March 31, 2018

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AGREEMENT made this 19th day of February, A.D., 2016.

Between:

CORPORATION OF THE TOWN OF BRIDGEWATER, NOVA SCOTIA

Party of the First Part

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO. 1092

Party of the Second Part

ARTICLE 1 - PREAMBLE

1.01 It is the desire of both parties to this Agreement to maintain the existing and harmonious relations between the Town of Bridgewater and the Union, recognize the mutual value of joint discussions and negotiations, subject to Article 27, in matters pertaining to the Bargaining Unit and to encourage efficiency in operations.

1.02 The purpose of this Collective Agreement is to establish terms and conditions of employment including rates of pay, hours of work, as well as provisions for final settlement of differences between the Parties relating to the interpretation, application or administration of this Collective Agreement, or where either Party alleges that the Agreement has been violated.

1.03 Now, therefore, the parties agree as follows:

ARTICLE 1B- DEFINITIONS

1.04 Full-time Employee

A full-time employee is an employee who is in the employ of the Employer in the Bargaining Unit and who has completed the probationary period and who is working the normal hours of work established in Article 14.

1.05 Regular Part-time Employee

A regular part-time employee is in the employ of the Employer in the Bargaining Unit and is an employee who works less than the full-time hours of work and has completed the probationary period. A regular part-time employee is entitled to the benefits of this Agreement on a pro-rata basis.

1.06 Seasonal Employee

A seasonal employee is in the employ of the Employer in the Bargaining Unit and is an employee who is employed for seasonal work from year to year and is entitled to the benefits of this Agreement on a pro-rata basis.

1.07 Temporary Employee

A temporary employee is an employee who may be employed to replace an absent employee up to their return date and/or for a limited period of time not to exceed twelve (12) months. After the 90 day probationary period they shall be a bargaining unit member, with the exception that there shall be a six (6) month provision hereby they may be terminated without cause and the second six (6) month period shall be for cause.

It is agreed and understood there is no seniority accumulated for the twelve months, however should the employee be hired into a full time position, their seniority shall be backdated to the date of hire.

1.08 Students and Grant Worker

Students and grant workers may be employed and are excluded from the Bargaining Unit and this Agreement. Students and grant workers shall not be used to replace the normal work force.

Overtime paid to students shall be limited to extension of a specific task that they have been working on during the day.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that it is the function of the Employer to manage the affairs of the operation and to direct the working forces of the Employer, subject to the terms of this Agreement. The Employer shall not exercise its right to direct the working forces in a discriminatory manner.

ARTICLE 3 - RECOGNITION

3.01 The Employer, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees, Local Union 1092, as the sole bargaining agent for all its employees, except Foremen and above that rank, Waste Water Facility Supervisor, Water Facility Supervisor, those excluded in the Definitions, office employees and those excluded by the Trade Union Act.

3.02 No employee shall be required or permitted to make any written or verbal agreement which violates the terms of this contract.

3.03 In respect of employees covered by this Agreement, the Employer shall not recognize during the currency of this Agreement any other bargaining agent in respect of any matters herein dealt with.

- 3.04 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Employer as represented by the Chief Administrative Officer and the President of the Local.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion, exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, discipline, discharge or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, or by reason of membership in a Labour Union.
- 4.02 Neither the Employer, an Employee or the Union shall discriminate against any Employee on the basis of the prohibited grounds of the Human Rights Act except as authorized by that Act. This shall include the Duty to Accommodate.

ARTICLE 5 - UNION SECURITY & CHECK-OFF

- 5.01 The Employer agrees that it shall be a condition of employment with the Employer that all employees covered by this Agreement shall, upon completion of ninety (90) days worked in any one year, become and remain members in good standing of the Union. It is agreed between the Employer and the Union that until the ninety (90) days have been worked, the employee shall be considered to be on probation.
- 5.02 The Employer agrees to supply to the Union names, addresses and telephone numbers and email address where available of all employees who are employed in any of the positions as set out in Schedule "A" hereto annexed, within thirty (30) days of such employees commencing to be so employed. A similar notice will be supplied to the Union by the Employer when any employee covered by this Agreement leaves the employ of the Employer. It shall be the responsibility of the employee to provide current address, phone number and Email address.

The Employer shall provide to the Union, on request, once annually a List of Employee contact information including home addresses and telephone numbers.

- 5.03 The Employer shall deduct, as advised by the Union, from each employee covered by this Agreement any monthly dues, initiation fees or assessments uniformly levied in accordance with the Union Constitution and By-laws.

- 5.04 The Employer shall forward all deductions to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 Saint-Laurent Boulevard Ottawa, Ontario K1G 0Z7, each month, accompanied by a list of all employees from whom such deductions were made.
- 5.05 The Union shall forward to the Employer a true extract of all union minutes authorizing deductions for members for any assessments or changes in assessments before the Employer shall make such deductions.

ARTICLE 6- THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

- 6.01 The Employer agrees to inform new employees with the fact that a Union Agreement is in effect.
- 6.02 After hiring, a new employee shall be provided with a copy of the collective agreement during an introduction with a Union representative.

This shall be done during working hours, with pay and the Union Representative shall be the President or Vice President of the Union. The maximum time for such meeting shall be thirty (30) minutes at a time mutually agreed between the Union Representative and the Employee's supervisor.

ARTICLE 7- MANAGEMENT- LABOUR RELATIONS COMMITTEE

- 7.01 For the efficiency of the service, it is agreed by both parties to this Agreement that a Management-Labour Relations Committee be set up. This Committee shall meet on the request of either party to this Agreement, but in no event shall a longer period than six (6) months elapse between meetings. The parties agree that a quorum which will allow the meeting to be called to order shall be no less than four (4); two (2) from the Union and two (2) from the Employer. The two (2) Employer representatives shall be non-union supervisors and/or Department Heads and the Human Resource Administration Officer shall act as non-voting Chair.
- 7.02 The role of the CUPE Management Labour Relations Committee shall be as follows:
- To identify opportunities to improve work relations between Management and the Union;
 - To consider issues affecting the employees on a global basis only;
 - To facilitate open discussions and an optimum working environment for Management and the Union.

7.03 The Committee shall not consider the following:

- Any matters of a grievance nature;
- Interpretations of any and all Articles within the Collective Agreement;
- An issue specific to an employee.

ARTICLE 8 - SENIORITY

8.01 Seniority is defined as the length of service with the Employer in each work group and shall be a determining factor for promotions, demotions, layoffs, recall, reduction of work force and selection of vacation periods. Seniority shall operate on a work group basis as outlined in Schedule "A". Seniority shall not accumulate during periods of layoff or unpaid personal leaves of absence. Employees who change from one work group to another shall not have their names removed from the work group they vacated.

8.02 An up-to-date seniority list shall be maintained by the Employer showing the names, classifications and date of hiring of all employees covered by this Agreement. Such a list shall be posted on all departmental bulletin boards in January of each year. The list shall be posted for a period of thirty (30) days during which time any questions as to the accuracy of the list may be forwarded to the Employer for revisions. The list shall then be deemed to be accurate and the Employer shall be entitled to rely on the list as posted.

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

8.04 An employee shall only lose his/her seniority and employment in the event:

- 1) He is discharged for just cause and is not reinstated.
- 2) He resigns in writing.
- 3) The Employee is absent from work in excess of five (5) working days without sufficient cause and without notifying the Employer, unless the provision of such notice was not reasonably possible.
- 4) He fails to return to work within seven (7) calendar days following a layoff and after being notified by certified mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address, current phone number or contact information. An employee recalled for casual work or employment of short duration up to sixty (60) days at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work.
- 5) He is laid off for a period longer than one year.

ARTICLE 9 - LAYOFFS, RECALLS & REDUCTION OF WORK FORCE

9.01 Lay-offs

Both parties recognize that job security should increase in proportion to length of service in each work group. Therefore, in the event of a layoff, or reduction of work force, employees in each work group shall be laid off or staff reduced in the reverse order of their seniority.

9.02 Recalls

Laid off employees shall be recalled in order of their seniority in each work group, providing they are qualified to do the work for which they are being recalled. No new employees will be hired, except in an emergency, then only for the period of the emergency, until those permanent employees laid off have been given an opportunity of re-employment.

9.03 Notice of Lay-off

The Employer shall notify all employees who are to be laid off a minimum of five (5) days before the layoff is to be effective. If the employee laid off has not had the opportunity to work five (5) full days before notice of lay off, he shall be paid in lieu of work for that part of the five (5) days during which work was not made available. Such notice period, or pay in lieu shall not apply for a short-term recall (five (5) days of work or less).

ARTICLE 10- PROMOTIONS & STAFF CHANGES

10.01 (a) Ten (10) working days prior to filling any vacancy or new position covered by the terms of this Agreement, the Employer shall notify the Union in writing and post notice of the position on all bulletin boards for a minimum of five (5) working days in order that all members will know about the position and be able to make written application. Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, shift, wage and salary rate or range. No advertisement for additional employees shall be made until after such posting has been completed.

10.01 (b) Temporary Position

Temporary vacancies expected to be of 4 months or longer shall be posted internally and externally (simultaneously). Consideration shall be given to internal applicants first as per Article 10.02 and 10.03.

- 10.02 Both parties recognize that job opportunity within work groups should increase in proportion to length of service. Therefore, in filling any vacancy or new position, appointments shall be made of the applicant senior in the service within work groups, and having the required qualifications. The successful applicant shall be placed on a trial period of six (6) months. Conditional on satisfactory service, such trial promotion shall become confirmed after the period of six (6) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he/she shall be returned to his/her former position without loss of seniority or salary, and any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position without loss of seniority and salary.
- 10.03 Employees within other work groups who are qualified to perform the work will be considered before external candidates are considered.
- 10.04 The President of the Union shall be notified of all appointments, hirings, lay-offs, rehiring and terminations of employment.
- 10.05 Any employee covered by this Agreement who has given good and faithful service to the Employer and who, through advancing years or temporary disablement is unable to perform his regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which he is assigned.

ARTICLE 11- GRIEVANCE PROCEDURE

- 11.01 The Employer acknowledges the right of the Union to appoint or elect one (1) Shop Steward in each of the following Departments:
- 1) Public Works
 - 2) Parks, Recreation & Culture
 - 3) Public Service Commission and Wastewater

The Stewards along with the President and Vice President of the Local, will make up the Union's Grievance Committee. The Steward may assist any employee, which the Steward represents, in presenting the employee's grievance in accordance with the grievance procedure. The names of the Shop Stewards will be submitted to the Employer.

The names must be submitted within ten (10) working days of the signing of the Agreement or within ten (10) working days of changes of appointment by the Union.

11.02 Permission to Leave Work

A Steward shall not be hindered, coerced, restrained or interfered with in any way when presenting a grievance as provided by this Article. The Union recognizes that Stewards are employed full time by the Employer and that he/she will not leave their work during working hours except to attend a grievance meeting with an Employer representative(s). Therefore, no Steward shall leave their work without obtaining their supervisor's permission, which, subject to operational requirements, shall not be unreasonably withheld.

11.03 Grievance Defined

Informal Procedure

Prior to the submission of any written grievance, an employee must attempt to settle the dispute with their immediate supervisor.

Should a dispute arise between the Employer and any employee(s) regarding the 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, an earnest effort shall be made to settle the dispute in the following manner:

Step 1

The aggrieved employee(s) shall submit the grievance in writing to the Union Grievance Committee. The grievance must be submitted within fifteen (15) working days of the initial occurrence of the matter giving rise to the grievance

Step 2

If the Grievance Committee of the Union considers the grievance to be justified, the employee(s) concerned, together with his Steward, or member of the Grievance Committee, shall first seek to settle the dispute with the employee's Supervisor. The dispute must be brought to the Supervisor within five (5) working days of the date the grievance was received by the Grievance Committee of the Union.

Step 3

Failing satisfactory settlement within five (5) working days after the dispute was submitted to the Supervisor under Step 2, a written grievance including a written statement of particulars of the matter and the redress sought will be submitted to the appropriate Department Head or designate. The employee(s) and one (1) Steward or one (1) member of the Union Grievance Committee may attend the grievance meeting. The Department Head or designate shall tender a reply within ten (10) working days after receipt of the written grievance.

Step 4

Failing satisfactory settlement being reached in Step 3, the written grievance shall be submitted to the Chief Administrative Officer or designate. The Chief Administrative Officer or designate shall tender a decision within ten (10) working days after receipt of the written grievance.

Step 5

Failing a satisfactory settlement within ten (10) working days after the receipt of the reply of the Chief Administrative Officer or designate, the Union may refer the dispute to arbitration. Such referral to arbitration must be made within ten (10) working days of receipt of the Reply of the Chief Administrative Officer or designate.

11.04 Where a dispute involving a question of general application or interpretation occurs, the Employer and the Union may agree to by-pass Steps 1, 2, and 3 of this Article, however, the time limits set out in Step 1 shall apply.

11.05 Both the Union and the Employer have a right to file a grievance.

11.06 Replies to grievances shall be in writing to all stages.

11.07 Grievances settled satisfactorily within the time allowed shall date from the time the grievance was filed.

11.08 The Employer shall supply the necessary facilities for the grievance meetings.

11.09 The Union shall have the right to have the assistance of one professional CUPE representative in attendance at grievance meetings with the Employer or at other meetings that are being held with the Employer.

11.10 The Employer reserves the right to appoint alternate representatives to act in grievance matters.

ARTICLE 12 - ARBITRATION

12.01 Agreement to Arbitrator

Where notice has been given to submit a grievance to arbitration in accordance with the provisions of Article 11, Grievance Procedure, the Party submitting such notice shall include the suggested names of three persons, one of which will act as sole arbitrator of the matter in dispute. The Party receiving the grievance shall have ten (10) working days to agree to one of the suggested persons and shall reply within ten (10) working days of receipt of notice. If the Parties fail to agree upon the selection of a sole arbitrator within the ten (10) working days, the appointment shall be made by the Minister of Labour for the

Province of Nova Scotia upon written request of either Party.

12.02 The sole arbitrator shall hear and determine the subject matter of the grievance and shall issue a decision and this decision shall be final and binding upon the parties and upon any employee.

12.03 Powers of the Arbitrator

The sole arbitrator shall have the power to modify or set aside any penalty imposed by the Employer relating to the disciplinary measures imposed, but shall not have the power to add to or modify any terms of this Agreement.

Should either Party disagree as to the meaning of the Decision that Party may apply, within five (5) working days of date of receipt to the arbitrator in writing, copied to the other Party for clarification by the arbitrator which shall be provided in writing.

12.04 Each party shall pay one-half (1/2) the fees and expenses of the arbitrator.

12.05 The time limits fixed in both the grievance and arbitration procedure may only be extended by consent of the Parties to this Agreement. The request for the extension shall be in writing. The reply of the other Party shall also be in writing.

12.06 The arbitrator may determine his/her own procedures, but shall give full opportunity to all parties to present evidence and make representations.

ARTICLE 13 - DISCHARGE CASES

13.01 An employee who has completed the probationary period may be dismissed, but only for just cause. When an employee is discharged or suspended, the employee shall be given the reason(s) in writing by the Employer. Subject to Article 4.01 herein, the Employer reserves the right to discharge a probationary employee without having to establish just cause.

13.02 An employee who has completed the probationary period and who is considered to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing with the Chief Administrative Officer under Article 11, Grievance Procedure. (Steps 1, 2 and 3 of the Grievance Procedure shall be omitted in such cases). Such grievance shall be filed within the time limit set out in Article 11.03.

- 13.03 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority rating and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Arbitrator, if the matter is referred to such an Arbitrator.
- 13.04 If an employee is guilty of persistent tardiness, or is absent from work without prior approval of the Supervisor or his designate or found abusing sick leave privileges it is agreed that he will be disciplined as follows:
- 1) In the first instance, by written warning or reprimand which does not involve loss of pay or work.
 - 2) In the second instance, suspension of employment for a period of up to a maximum of three (3) working days without pay.
 - 3) Subsequent violations of the same offense for which he/she has been warned and suspended shall be deemed to be cause for dismissal.
- 13.05 The record of an employee shall not be used against him/her after twenty-four (24) months following disciplinary action or suspension, including letter of reprimand or any adverse reports.

ARTICLE 14 - HOURS OF WORK

- 14.01 The normal work week for Public Works Department shall consist of five (5) eight hour days from Monday to Friday inclusive. The normal work day shall not commence before 8:00a.m.nor finish later than 4:30 p.m. No eight hour shift shall be spread over a period longer than eight and one half (8½) hours with one half (½) hour off for lunch. Unpaid Lunch period shall be from 12:00 noon to 12:30 p.m.
- 14.02 The normal work week of the Fire Hall Attendant shall be forty (40) hours. The normal work day shall consist of eight (8) hours, Monday through Friday, and shall not commence before 8:00 a.m. nor finish later than 5:00 p.m. The one (1) hour unpaid lunch period shall be mutually agreed between the Attendant and the supervisor.
- 14.03 Employees shall be allowed five (5) minutes wash-up time before the lunch period and before quitting time.
- 14.04 The work week for Public Service Commission personnel shall consist of five (5) eight (8) hour days from Monday to Friday. The work day shall be from 8:00 a.m. to 4:30 p.m. with ½ hour for lunch.

- 14.05 Public Service Commission personnel shall be on-call one week of the on-call rotation schedule. The on-call week shall commence 8:00 a.m. Monday and end 8:00 a.m. the following Monday.
- 14.06 Public Service Commission personnel who are on-call shall work the Saturday and Sunday of their on-call week. The hours of work for Saturday and Sunday shall be from 8:00 a.m. to 12:00 p.m., for which they will be given one day off the following week in lieu of overtime.
- 14.07 Public Service Commission personnel who are on-call shall not take vacation or lieu unless they have arranged a mutual agreement with other Public Service Commission personnel to cover on-call responsibilities at no additional cost to the Public Service Commission.
- 14.08 Public Service Commission who are on-call shall perform daily rounds in the Water Treatment Plant and Distribution System on all holidays that fall within their on-call week, at the applicable overtime rate.
- 14.09 Holidays - on call Public Service Commission personnel shall be paid for the Holiday, and shall report to work to do regular checks, at the applicable overtime rate. Holidays that fall on a Monday shall be covered by the Public Service Commission personnel who are starting their on call work week Monday at 8:00a.m.
- 14.10 The hours of work for the street sweeper and sidewalk sweeper operations shall be flexible with possibilities for rescheduling during week days at no premium rates of pay. Rescheduling involving weekend hours shall be paid at a rate of time and one half (1.5x)

It is agreed and understood that the Employer will provide a minimum of twenty four (24) hours' notice or the overtime rates shall apply.

- 14.11 The work week for Wastewater Facility Personnel shall consist of five eight hour days from Monday to Friday. The work day shall be from 7:30 a.m. to 4:00 p.m. with one-half hour for lunch.

Wastewater Facility personnel shall be on-call one week of the on-call rotation schedule. The on-call week shall commence 8:00 a.m. Monday and end 8:00 a.m. the following Monday.

Wastewater Facility personnel who are on-call shall perform operational checks for two hours on the Saturday and two hours on the Sunday of their on-call week, for which they will be given four hours in lieu of overtime.

Wastewater Facility personnel who are on-call shall not take vacation or lieu unless they have arranged a mutual agreement with other Wastewater Facility personnel to cover on-call responsibilities at no additional cost to the Town.

Wastewater Facility personnel who are on-call shall perform operational checks in the Wastewater Treatment Plant and Collection System on all holidays that fall within their on-call week, at the applicable overtime rate.

14.12 When mutually agreed, public works crews may elect to work from 8:00 a.m. to 4:00 p.m. straight through on any given day. A fifteen (15) minute lunch break will be permitted, provided that lunch is eaten at the construction site. This will apply to projects where the schedule permits, as designated by the Supervisor or his/her designated alternate.

14.13 The normal work week of the PRC employees shall be from 8:00 a.m. to 4:30 p.m. with one-half (1/2) hour off for lunch for a total of forty (40) hours per week, with two (2) consecutive days off. During the months of May, June, July and August, the normal work hours shall be from 7:30a.m. to 4:00 p.m. with one-half (1/2) hour off for lunch. The schedule of adjusted hours shall be flexible to accommodate grave openings and closings.

14.14 The normal hours of work for the Museum Maintenance Technician shall be a minimum of twenty-two (22) hours per week as assigned by the Employer on a part-time basis.

ARTICLE 15 - OVERTIME

15.01 Subject to the provisions of Article 14, all work performed in excess of eight (8) hours per day or forty (40) hours in any week, hours so worked shall constitute overtime and the Employer shall pay for these hours at the rate of time and one-half (1/2) the regular rate being paid the employee.

15.02 All work performed on holidays, as contained in Article 17 of this Agreement, shall be paid at the rate of double time.

15.03 (a) Every employee (with the exception of employees covered in 15:03b) who is called out and required to work in an emergency outside his regular working hours shall be paid for a minimum of three (3) hours at the rate of time and one-half for every employee who is called out and required to work in an emergency on any of the paid holidays under Article 17 shall be paid for a minimum of three (3) hours at the rate of double (2X) time and shall be paid from the time he/she leaves his home to report for duty until the time he/she arrives back upon proceeding directly to and from work. Forty-five (45)

minutes shall be the time allowed for the round trip from the employee's residence to work and back again. If requested to work all or part of the lunch hour, an employee shall be paid at the rate of time and a half.

(b) All Facility Operators who are on standby and subsequently called out and required to work in an emergency outside their regular working hours shall be paid for all hours worked at the applicable overtime rates. Every Facility Operator who is called out and required to work in an emergency on any of the paid holidays under Article 17 shall be paid for all hours worked at the rate of double (2X) time and shall be paid from the time he/she leaves his home to report for duty until the time he/she arrives back upon proceeding directly to and from work. Forty-five (45) minutes shall be the time allowed for the round trip from the employee's residence to work and back again. If requested to work all or part of the lunch hour, an employee shall be for one and one-half (1½) hours.

15.04 Water & Wastewater Facilities Personnel, who are on-call, are responsible for taking home a laptop computer. Personnel shall be paid for one and one-half (1½) hours when called to log-on after regular working hours to perform work necessary for the operation of the Water & Waste Water Treatment Facilities. If a problem cannot be resolved remotely and call-out is warranted, the call-out commences at time of initial call in accordance with Article 15.03.

15.05 The Employer agrees that qualified, available full time or regular part time employees shall be given preference for call-outs.

15.06 Depending on availability, overtime shall be divided among the employees engaged in similar types of operations, and who are qualified to perform the work that is available.

15.07 Employees may decide to take time off in lieu of overtime pay on the following conditions:

- 1) The number of days in lieu of pay shall be allowed at equivalent overtime rates, i.e., either one and one-half (1½) or two (2) hours off, whichever is applicable, for each hour of time.
- 2) The maximum number of hours to be taken in lieu of overtime pay shall not exceed two hundred (200) hours in any one (1) year. Employees shall be permitted to carry over a forty (40) hour bank of time after the deadlines set out in Section (3).
- 3) Any such accumulated time may be taken in broken periods, as requested by the employee. Such time off shall be by mutual agreement. All accumulated time must be cleared by the last pay day prior to December 31st with the exception of Public Service Commission

employees, whose deadline shall be March 31st.

- 4) An employee who has decided to take time off in lieu of overtime pay, and at a later date decides to take payment for such time, must notify the Employer on the Monday preceding the next regular pay period. The Employer will then make payment on the upcoming pay day.

15.08 a) An employee who is required to work a minimum of four (4) hours overtime immediately before or after his eight (8) hour work day or is required to work an unscheduled eight (8) hour shift, shall be granted reasonable time with pay, as determined by the Employer, in order that he may take a meal break either at, or adjacent to, his place of work. It is understood that the meal break for the eight hour unscheduled shift will be taken as close to the midpoint of the shift as reasonably possible. Under such conditions he shall be reimbursed his expenses for one (1) meal, not to exceed fifteen dollars (\$15.00).

b) Employees shall submit meal receipts with expense claim to their supervisor and in lieu of meal payments, the Employer reserves the right to provide meals.

15.09 Employees shall not be required to lay off from their established hours of work to equalize for any overtime worked.

15.10 When a Facility Operator is assigned to be on standby, that is immediately available by phone to come into work, the employee shall be paid one hundred and fifty dollars (\$150.00) standby pay for a seven (7) calendar day period.

ARTICLE 16- TEMPORARY TRANSFERS

16.01 When an employee is required to perform work in a classification either inside or outside of the Bargaining Unit paying a lower rate, the employee shall be paid his/her regular rate while occupying such temporary position.

16.02 When an employee is required to perform work in a classification inside the Bargaining Unit paying a higher rate, the employee shall be paid the higher rate while occupying such temporary position.

16.03 When an employee is required to perform work in a classification outside the Bargaining Unit the employee shall be paid in accordance with the Town Personnel Policy and Procedures Manual while occupying such temporary position.

ARTICLE 17- HOLIDAYS

17.01 All employees shall receive one (1) day's pay for not working on the following holidays:

New Year's Day
Heritage Day
Good Friday
Easter Monday
Victoria Day
Canada Day

First Monday in August
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and any other day proclaimed as a holiday by the Federal or Provincial Governments or Town Council.

17.02 In order to qualify for pay for the above mentioned holidays, employees will be required to work the last scheduled day prior to and the next scheduled day following the holiday.

17.03 When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive an additional day's pay.

17.04 When any of the above paid holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for the purpose of this Agreement.

ARTICLE 18 - VACATIONS

18.01 Employees with less than one (1) year's service shall be entitled to one and one-quarter (1 1/4) days for each month of service to a maximum of ten (10) working days.

18.02 All employees covered by this Agreement who have completed one (1) year but less than three (3) years service with the Employer, shall be entitled to two (2) weeks (ten (10) working days) vacation with pay each year.

18.03 All employees covered by this Agreement who have completed three (3) years service with the Employer, shall be entitled to three (3) weeks (fifteen (15) working days) vacation with pay each year.

18.04 All employees covered by this Agreement who have completed eleven (11) years service with the Employer, shall be entitled to four (4) weeks (twenty (20) working days) vacation with pay each year.

- 18.05 All employees covered by this Agreement who have completed twenty (20) years service with the Employer shall be entitled to five (5) weeks (twenty-five (25) working days) vacation with pay each year.
- 18.06 An employee leaving the service of the Town at any time in his vacation year before he has had his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- 18.07 If a Statutory or declared holiday as defined in Article 17, falls or is observed during an employee's vacation period, he shall be granted an additional day's vacation for each such holiday, in addition to his regular vacation time.
- 18.08 All employees shall be granted a vacation period at such time as may be mutually agreed upon by the Employer and the employee. Preference in choice of vacation periods shall be submitted in writing on or before March 31st, in each year. Requests made after this date will be approved on a first come basis and as mutually agreed by the Employer and Employee.
- 18.09 Employees hired on a seasonal or part-time basis will receive vacation pay of four percent (4%) to be added to each pay throughout their employment, six percent (6%) after five (5) calendar years of service, and eight percent (8%) after fifteen (15) calendar years of service.
- 18.10 Those employees who have currently achieved a better vacation benefit under the Town's vacation policy than that set out above, shall retain that benefit until they reach the next level of vacation entitlement as set out above. Their vacation benefit shall thereafter be governed by this Article.
- 18.11 Employees shall not earn vacation during periods of layoff, unpaid personal leaves of absence, unpaid periods of sick leave, while in receipt of Workers' Compensation benefits or while in receipt of Long Term Disability benefits. It is understood that vacation credits will accumulate for time paid by the Employer during a calendar year.
- 18.12 Should an employee be required to work during their scheduled vacation, they shall, at the employee's discretion, be paid double (2x) their regular rate of pay or straight pay for the day with an additional day off with pay at a time mutually agreed between the employee and the Employer.

ARTICLE 19 - SICK LEAVE

- 19.01 Sick leave means the period of time an employee is permitted to be absent

from work with full pay by virtue of being sick or disabled or because of an accident for which Compensation is not payable under the Workers' Compensation Act.

- 19.02 All employees covered by this Agreement shall be entitled to a maximum of twenty-one (21) days sick leave with pay each year computed in the manner hereinafter provided.
- 19.03 In computing the number of days sick leave with pay to which any employee covered by this Agreement is entitled, such employee shall be eligible to receive one and three-quarter (1 3/4) days sick leave with pay for each month of service with the Employer retroactive to the date of employment for new employees.
- 19.04 Employees shall not earn sick leave during periods of layoff, unpaid personal leaves of absence, unpaid periods of sick leave, or while in receipt of Workers' Compensation benefits or while in receipt of Long Term Disability benefits. It is understood that sick leave credits will accumulate for time paid by the Employer during a calendar year.
- 19.05 Any sick leave to which an employee covered by this Agreement is entitled as herein provided by this Article, may be accumulated from time to time up to a maximum of one hundred and fifty (150) working days. Sick leave will be with pay from and including the first day of illness and a doctor's certificate may be required on a form provided by the Town at the Town's expense. Sick leave used will be deducted from accumulated sick leave. Long term disability shall remain in effect.
- 19.06 Those employees who have accumulated more than one hundred and fifty (150) days of sick leave under the Town's policy shall have that total frozen as of the date of the signing of this Agreement. Sick leave usage shall then be deducted from that total until one hundred and fifty (150) days is reached. Further sick leave accumulation shall then be governed by this Article.
- 19.07 Any employee covered by this Agreement while on sick leave with pay, shall receive the same regular rate of pay from the Employer as was in effect for the said employee immediately prior to going on sick leave with pay, but the period of time during which such employee is on such sick leave with pay shall not be classified as working days for the purpose of Section 19.03 herein, and shall not be counted toward any further sick leave with pay.
- 19.08 a) Sick leave shall be granted to any employee, who is unable to

perform his duties because of sickness or accident. A doctor's certificate may be requested by the Employer for all sick leave over three (3) days duration. The Union recognizes the right of the Employer to have someone investigate any reported illness of any employee or a physician designated by him, examine any employee of the Employer who is on sick leave. In any case of absence of an employee due to sickness or accident, the matter shall be reported to the Superintendent/supervisor or his designate on or before 7:30 a.m. on the first day of the employee's disability.

b) The Employer shall be responsible for any physician fees when an employee is requested to provide medical certification for a sick claim.

19.09 Where an employee's absenteeism is excessive (that is consistently above the bargaining unit average and efforts to reduce usage fail) and/or possibly being used in questionable circumstances, the Employer shall meet with the Union to discuss its position. If not resolved, then the Employer may require a medical examination by an independent medical practitioner. When an employee is directed to such independent medical practitioner, all expenses incurred in attending such appointments shall be paid by the Employer.

19.10 When an employee covered by this Agreement is absent from work by reason of incapacity due to an accident occurring while on duty with the Employer and an award is made by the Workers' Compensation Board of Nova Scotia, the period of time such employee is so absent from work and receiving compensation shall not be classified as sick leave.

19.11 The Employer will continue to pay an employee's regular net earnings (i.e. gross earnings less the usual statutory and other deductions) for a maximum of six (6) months when an employee is absent from work due to an injury or illness if a worker's compensation claim made by the employee has been accepted by the Workers' Compensation Board (the "Board"). The Union agrees that any earnings replacement benefits payable by the Board to the employee in respect of this maximum six (6) month period will be paid by the Board to the Employer. The Employer agrees to allow the Employee to cover the cost of the continuation of benefits paid fully by the Employee.

The Employer will notify the Board of the provisions of this agreement.

19.12 A statement of each employee's sick leave shall appear on the pay cheque stubs.

19.13 Fraudulently applying for and obtaining sick leave shall be cause for immediate dismissal.

19.14 During illness of a spouse, including common-law spouse, children or parents, the employee shall be entitled to use a maximum of three (3) accumulated sick leave days per year for this purpose.

19.15 Where an employee's spouse gives birth to a child, the employee shall be granted leave with pay up to a maximum of one (1) day. This leave may be divided into two (2) periods and be granted on separate days.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

20.02 Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer to employees elected or appointed to represent the Union at Union conventions. Such time shall not exceed a total of twenty (20) days in any one (1) year.

20.03 When death occurs to a member of the immediate family or a relative of the second degree living under the same roof of an employee covered by this Agreement, the said employee shall be granted bereavement leave with no loss of regular pay for a period of five (5) consecutive calendar days commencing at Midnight of the date of the death unless mutually agreed between the employee and the Employer.

20.04 One day's bereavement leave with pay shall be granted to any employee covered by this Agreement for the purpose of attending the funeral of a relative of the second degree, an aunt, uncle, sister-in-law or brother-in-law, niece and nephew provided such day is a normal working day.

20.05 For the purpose of this Agreement, members of the immediate family are the employee's parents, wife, husband, common-law spouse, brother, sister, child, grandparents, step-parents, mother-in-law and father-in-law.

20.06 Leave of absence without pay and without loss of seniority shall be granted by the Employer to any employee requesting such leave for good and sufficient cause for a period not to exceed six (6) months in any year. Such request shall be in writing and such leave shall not be withheld unjustly by the Employer.

20.07 Any employee covered by this Agreement required to serve as a pallbearer shall

be granted one (1) day off with pay for such purpose, provided one (1) days notice is given to the Employer. Such request shall not be withheld unjustly by the Employer. This only applies if the funeral is on a normal day of work for the employee.

- 20.08 The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court, or who is required by subpoena to attend a court of law or coroner's inquest. The employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee shall present proof of service and the amount received. Time spent by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest, or is required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.
- 20.09 The provisions and benefits applicable under the Labour Standards Code shall apply to maternity, paternity and adoption leave. A current copy of the Code shall be kept in the Human Resources Office.
- 20.10 An employee shall be granted up to one day off with pay and without loss of seniority and benefits to write job-related examinations to update his/her qualifications as agreed to by the Employer.
- 20.11 An employee may, at the Employer's discretion, may be granted a leave of absence without pay for academic or vocational upgrading in a job related field. Such leave shall not be unreasonably denied.
- 20.12 An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without pay, without benefits or accumulation of seniority for a period of up to one (1) year. Such leave may, at the Employer's discretion, be renewed each year on request during their term of office.

ARTICLE 21- PAYMENT OF WAGES

21.01 Effective the 1st day of April in each year, the Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages and deductions. Pay days shall be every second Thursday.

ARTICLE 22 - PROTECTIVE CLOTHING & SAFETY EQUIPMENT

22.01 The Employer will supply protective clothing and safety equipment (rubber fluorescent suits, rubber boots, safety hats, safety gloves, one (1) pair prescription safety glasses if requested and when required not more often than once every two (2) years ,and ear protection). Any protective clothing supplied shall be the proper size to fit the individual employee. Sufficient clothing will be on hand for seasonal employees and such gear will be in a clean sanitary condition.

22.02 All protective clothing and safety equipment issued to employees must be worn in accordance with the Occupational Health and Safety Act, and the Town of Bridgewater Safety Policy. Such clothing and safety equipment shall be kept at the place of work when not being worn. Old clothing and equipment must be returned to the Employer by the employee before any replacement shall be issued.

22.03 Should any employee leave the employ of the Town without returning his protective clothing and safety equipment, he will have deducted from his final pay an amount equal to the cost of such clothing and/or equipment.

22.04 All employees covered by this Agreement shall receive two hundred fifty dollars (\$250) in April to assist in the purchase of safety boots and appropriate work clothing. Employees are required to wear such safety boots and work clothing at all times during working hours.

This payment is a taxable benefit and will be paid through payroll with deductions. However, the taxable benefit will be reduced upon provision of receipts. Therefore, original purchase receipts should be retained and submitted as proof of purchase to the payroll office no later than November 30 each year. This will allow for this taxable benefit to be reduced and deleted to the full amount of the benefit paid.

Payment shall only be made to employees actively at work.

Employees are not to wear dirty, torn, ripped or badly worn clothing to work.

22.05 The Employer will supply a new winter parka to all employees in the bargaining unit on the following basis:

All employees will have a new winter parka supplied to them upon the turning in by them of a previously supplied old or damaged parka.

Seasonal employees who do not work winter months or employees not actively at work shall not be supplied with such parkas.

Employees so entitled may choose a winter parka or three-in-one jacket.

ARTICLE 23- JOB CLASSIFICATION

23.01 The rate of pay for any position not covered by Schedule "A", which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and the rate of pay of the job in question, such dispute shall be submitted to negotiations and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 24- GENERAL

24.01 Proper accommodations will be provided for employees to have their meals and keep their clothes. If space is available, lockers will be provided for each employee.

24.02 Town meeting facilities for Union business will be arranged, subject to reasonable notice and availability.

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

24.04 All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with and covered by this Agreement and may be modified by mutual agreement between the Employer and the Union.

24.05 All work shall be done in a safe manner in accordance with the requirements of the Occupational Health and Safety Act and the Town's Safety Program, Policy, and Rules and Regulations.

24.06 At the employee's option, the Employer will provide a dental plan on a 50/50 cost-sharing basis and other benefits as currently provided.

24.07 a) It is agreed that group insurance coverage for various employee categories shall continue as was in effect prior to the signing of this Agreement.

b) It is agreed that pension coverage for employees shall be funded at a base rate of 5%. Such funding will be increased to 5.75% in year one of this agreement, to 6.5% in year two of the agreement and to 7% in the final year of the agreement. Such adjustments are optional for employees and will be matched by the employer.

24.08 The Union and the Employer shall verify the accuracy of an employee's wages, overtime, vacation allotment, sick-leave accumulation and banked time, paid or accumulated in the previous calendar year, by June 30 of each following year. Once these are verified as accurate, then neither party to the agreement shall review or make changes.

ARTICLE 25 -JOB SECURITY

25.01 Work may be contracted out, provided employees covered by this Agreement shall not be displaced or laid off as a result of contracting out.

ARTICLE 26 - NO STRIKE OR LOCKOUT

26.01 The Union agrees that there shall be no strike during the terms of this Agreement, and the Employer agrees that there shall be no lockout of the members of the Union during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the Trade Union Act.

ARTICLE 27- DURATION & TERMINATION OF AGREEMENT

27.01 This agreement shall be binding and remain in effect from April 1, 2015 to March 31, 2018 and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least one (1) month prior to 31st of March 2018, that it desires to amend the terms and conditions of a new Agreement to be negotiated to replace this Agreement. Wage increases only are retroactive to the previous agreement date.

27.02 Any changes deemed necessary in this Agreement may be made by mutual written agreement by the parties at any time during the existence of this Agreement.

27.03 Notice to be effective must be in writing and served in the following manner:

- 1) If given by the Employer it must be served either by personal service or certified mail upon the President or Secretary of the Union.
- 2) If given by the Union it must be served either by personal service or certified mail upon the Employer.
- 3) Failure to serve such notice in the aforementioned manner will render the notice null and void.

27.04 The employer shall recognize a union negotiating committee. The committee will be comprised of an equal number of members; up to five (5) representing the Union and five (5) representing the Employer. The committee will be concerned with negotiating a revised collective agreement upon the expiry of the current collective agreement. No member of the committee shall suffer any loss of pay or benefits while in negotiations with the employer including conciliation if necessary.

ARTICLE 28 - AMALGAMATION, REGIONALIZATION & MERGER

28.01 The Employer agrees that if a merger or regionalization of services occur ,the Town will endeavor to have C.U.P.E. employees employed by the new Employer.

Any Employee that may have their employment with the Town of Bridgewater potentially affected by the Services provided by the Lunenburg County Lifestyle Centre shall receive six (6) months notice of such.

The Employer shall meet with the Union and the Employee to discuss the same. This discussion will include how opportunities should increase in proportion to seniority.

ARTICLE 29 - BENEFITS & BINDING

29.01 Both parties shall adhere fully to the terms of this Agreement during the period of bonafide collective bargaining, and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms, mutually agreed upon, shall, unless otherwise specified, apply retroactively to that date.


29.02 This Agreement and everything contained herein will ensure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

29.03 Retroactivity will apply to wages only.

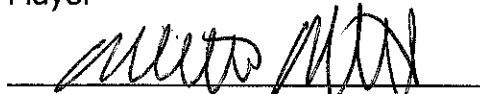
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals the day and year first above mentioned.

DATED at the Town of Bridgewater, Nova Scotia this 19th, day of February A.D., 2016.

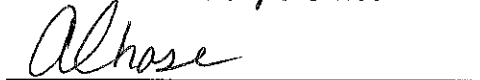
CORPORATION OF THE
TOWN OF BRIDGEWATER



Mayor



Chief Administrative Officer

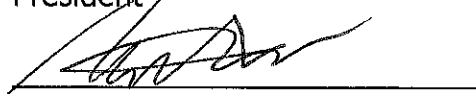


Witness


CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1092



President



Vice President



Witness

kgp/cope491

SCHEDULE A

Work Group Classifications	Certification Level Required	Current	Apr 1, 2015- Mar 31, 2016 1.5%	Date of Ratification Jan 11, 2016	April 1, 2016- Mar 31, 2017 1.5%	April 1, 2016- Mar 31, 2017 2%
Public Works						
Operator		21.86	22.19		22.52	22.97
Utility Labourer II		20.82	21.13		21.45	21.88
Utility Labourer I		16.01	16.25		16.49	16.82
Fire Apparatus Technician		16.75	17.00		17.26	17.60
Facilities Custodian		16.01	16.25		16.49	16.82
Mechanic/Operator		24.27	24.63		25.00	25.50
Parks Recreation and Culture						
PRC Operator		19.45	19.74		20.04	20.44
Labourer I*		16.01	16.25		16.49	16.82
Public Service Commission						
Facility Operator IV	Class III WT & Class II Distribution	26.66	27.06	27.53	28.39	29.26
Facility Operator III	Class III WT or Class II WT & Class II Distribution	26.12	26.51	26.84	27.56	28.27
Facility Operator II	Class II WT or Class II Distribution	24.85	25.22	25.50	26.15	26.80
Facility Operator I	Class I WT or Class I Distribution	24.27	24.63	24.76	25.25	25.75
Operator in Training	Operator in Training	23.61	23.96	24.01	24.41	24.81
Wastewater Group						
Facility Operator IV	Class III WWT & Class II WW Collection	25.57	25.95	27.53	28.39	29.26
Facility Operator III	Class III WWT or Class II WWT & Class II WW Collection	25.03	25.39	26.84	27.56	28.27
Facility Operator II	Class II WWT or Class II WW Collection	23.76	24.12	25.50	26.15	26.80

Facility Operator I	Class I WWT or Class I WW Collection	23.18	23.53	24.76	25.25	25.75
Operator in Training	Operator in Training	22.52	22.85	24.01	24.41	24.81

Dwight Zinck grandfathered at \$16.34 plus all % increases

Note: Year over year percentage increases for the Public Service Commission and Waste Water Classifications vary due to the effects of reclassification.

Appendix "A"

Letter of Understanding

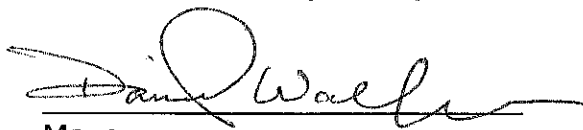
CORPORATION OF THE TOWN OF BRIDGEWATER, NOVA SCOTIA
(hereinafter referred to as the "Town");

And

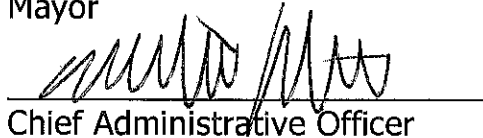
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO. 1092,
A certified trade union, under the *Trade Union Act of Nova Scotia*
(hereinafter referred to as the "Union")

The parties agree that the following special provisions apply during the period of the PRC Transition Plan from September 21, 2015 to March 31, 2017;

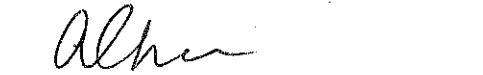
- a) Gary Sarty rate of pay \$22.00 per hour for 35 weeks at 40 hours per week (April - November) and for 17 weeks at 30 hours per week (December to March).
- b) Brian Munro rate of pay \$19.45 seasonal, approximately April to November.
- c) Mike Hubley rate of pay \$19.45 seasonal, approximately April to November.
- d) Steve Girvan rate of pay \$17.45 per hour for 35 weeks at 40 hours per week (April – November), and for 17 weeks at 30 hours per week (December to March). Reference will be given to the existing LOA should it become applicable.
- e) Acting pay provisions shall be in accordance with the Town's Personnel Policy and Procedures Manual.
- f) The employer will continue to pay the employees share of medical and dental premiums for Brian Munro and Mike Hubley for the time frame they are in receipt of lay off notices.



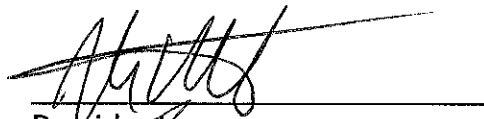
Mayor



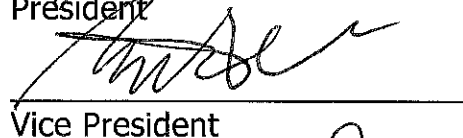
Chief Administrative Officer



Witness



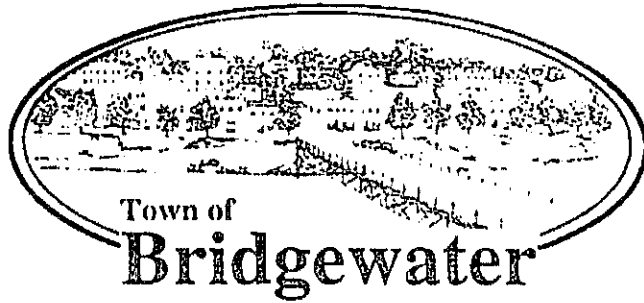
President



Vice President



Witness



This agreement (Letter of Understanding between the employee (Steven Girvan), the union and the Town of Bridgewater) is deemed to be in effect indefinitely as per the attached e-mail until proof of qualifications (attainment of a GED) has been provided by the employee or the employment relationship is ended.

Lisa Rhuland, Human Resources Manager

Date

Attachment-Letter of Understanding

-E-mail (Lorne Trevors to Matt McPherson, Lisa Rhuland; January 11, 2013)

/arcr

60 Pleasant Street
BRIDGEWATER, N.S.
B4V 3X9

Main Street of the South Shore

Visit our Web Site at
www.bridgewater.ca

Town General (902) 543-4651
Fax: (902) 543-6876
Parks & Rec. (902) 543-2274
Email: admin@bridgewater.ca

Appendix "C"
Letter of Understanding

Between:

CORPORATION OF THE TOWN OF BRIDGEWATER, NOVA SCOTIA ("Employer");

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO.1092, a certified trade union, under the Trade Union Act of Nova Scotia; ("Union");

and

STEPHEN GIRVAN ("Employee");

This letter forms part of the Collective Agreement between the parties and the parties hereby agree as follows:

The Employee holds a position for which a Grade 12 or GED Certificate is required.

The Employee does not have a Grade 12 or GED Certificate.

The Employee will therefore be paid a rate of pay of Two Dollars (\$2.00) less than the rate stated in the current and future Collective Agreements with the Town of Bridgewater and Canadian Union of Public Employees, Local Union No. 1092 as a result of his failure to satisfy the requirement for a Grade 12 or GED certificate.

This Two Dollars (\$2.00) per hour reduction will continue in effect until the Employee successfully completes his GED and provides confirmation of successful completion to the Employer. At that time, the Employee will then be paid the rate stipulated in the Collective Agreement for his position on a go forward basis.

This letter is effective January 30, 2011.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals hereto the 26 day of January, 2011.

SIGNED, SEALED AND DELIVERED)

In the presence of:)

SPINTE LOWE)

Witness)

W. R. D. D.)

Witness)

W. R. D. D.)

Witness)

CORPORATION OF THE TOWN OF BRIDGEWATER)

Carroll Publicover)
Carroll Publicover, Mayor)

Kenneth Smith, C.A., C.A.O.)
Kenneth Smith, C.A., C.A.O.)

CANADIAN UNION OF PUBLIC EMPLOYEES,)
LOCAL UNION #1092)

Danny Hubley)
Danny Hubley, President)

Kim Frank)
Kim Frank, Treasurer)

Stephen Girvan)
Stephen Girvan, Employee)

IN A MATTER UNDER THE *TRADE UNION ACT*, INVOLVING:

Canadian Union of Public Employees, Local 1092

Applicant

- and -

Lunenburg County Multi-Purpose Centre

Respondent

- and -

Town of Bridgewater

Respondent

- and -

Municipality of the District of Lunenburg

Interested Party

(together and hereinafter referred to as the Parties)

WHEREAS the Canadian Union of Public Employees ("CUPE") filed an Application under section 31 and section 21 of the *Trade Union Act*. R.S., c.475, s. 1. on November 7, 2013 (the "Application");

AND WHEREAS the Respondents contested the Application;

AND WHEREAS a Hearing on this matter has been scheduled for July 4 – 8, 2016;

AND WHEREAS the Parties are desirous of reaching a settlement agreement on the following terms;

AND WHEREAS the Canadian Union of Public Employees, Local 1092 agrees to withdraw the Application based on the following terms;

The Parties Agree as Follows:

A. With Respect to Kim Frank and Jeanne Weare,

1. Kim Frank and Jeanne Weare shall remain employees of the Lunenburg County Multi-Purpose Centre, considered on a leave of absence from the Town of Bridgewater.
2. In the event that Kim Frank and/or Jeanne Weare are terminated without cause, or laid off for lack of work, then both would have the right to revert back into the Town of Bridgewater CUPE bargaining unit.

3. Kim Frank and Jeanne Weare shall retain their Town of Bridgewater CUPE Seniority accrued as of the time of their departure from the Town of Bridgewater.
4. Kim Frank and Jeanne Weare shall accrue further Seniority according to the Town of Bridgewater CUPE Collective Agreement, up to six (6) months for every full year they are on a leave of absence.
5. Kim Frank and Jeanne Weare may use their Town of Bridgewater CUPE Seniority for any purpose under the Collective Agreement except that such seniority shall not be used for bumping.
6. The Lunenburg County Multi-Purpose Centre shall provide Kim Frank with five (5) weeks' vacation annually.

B. With Respect to Brian Munroe,

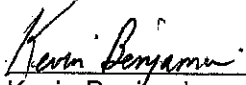
7. Brian Munroe shall remain an employee of the Town of Bridgewater.
8. In the event that the Lunenburg County Multi-Purpose Centre is in need of a Spare Rink Operator to fill-in for temporary or term absences, including but not limited to vacations and sick leaves, Brian Munroe shall retain the right to perform all the Spare Rink Operator work.
9. In the event that the Spare Rink Operator is needed, the Lunenburg County Multi-Purpose Centre shall contact the Town of Bridgewater and the Town of Bridgewater shall offer the opportunity to fulfill the Spare Rink Operator position to Brian Munroe.
10. Brian Munroe's rate of pay as a Spare Rink Operator shall be \$20.96 per hour as of April 1, 2015 and shall be increased in accordance with the rate increases as per the Town of Bridgewater CUPE Collective Agreement.

C. With Respect to Gary Sarty and Steve Gervin,

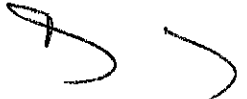
11. From April to November of each year Steve Gervin and Gary Sarty shall work additional hours beyond 40 hours at their respective regular rates of pay to make up for reduced hours in the other parts of the year, those being from December to March. These regular hours will be banked at straight time and may be used from December to March to top up weekly hours to 40 per week.

[Signature Page to Follow]

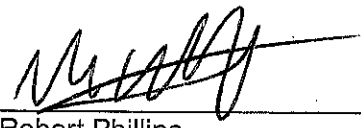
AGREED TO in Halifax, Nova Scotia this 10th day of February 2016,




Kevin Benjamin
Lunenburg County Multi-Purpose Centre



Kevin Malloy
Municipality of the District of Lunenburg



Robert Phillips
President, Canadian Union of Public Employees, Local 1092



Ken Smith
Town of Bridgewater