

TOWN OF BERWICK

AND

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2618-03

November 1, 2014 – March 31, 2018

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## ARTICLE 1 – PURPOSE

1.01 It is the purpose of both parties to this agreement

- 1) To establish terms and conditions of Employment;
- 2) To maintain and improve harmonious relations between the Employer and the Union;
- 3) To recognize the mutual value of joint discussions on matters pertaining to working conditions, employment, wages and benefits as set forth in this Collective Agreement;
- 4) To facilitate the peaceful adjustment of grievances and disputes; and
- 5) To promote the morale, well being, safety and security of all Employees in the bargaining unit in accordance with the applicable provisions of this Collective Agreement.

## ARTICLE 1A – DEFINITIONS

- (a) “Bargaining Unit” shall mean all employees working in the Town of Berwick Public Works Department engaged in outside work except for the Superintendent of Public Works and Casual Employees.
- (b) “Employer” shall mean the Town of Berwick.
- (c) “Employee” shall mean a person who is in the Bargaining Unit.
- (d)
  - (i) “Full-time Employee” shall mean a person who usually works the number of hours provided for in Article 17.
  - (ii) “Part-time Employee” shall mean a person who usually works on a regular basis a lesser number of hours than provided for in Article 17.
- (e) A “Casual Employee” is a person hired on a short term occasional, as needed basis, not to exceed five (5) consecutive days nor more than ten (10) days in the month. Casual employees are excluded from coverage of this Collective Agreement.

- (f) "Temporary Employee" shall mean a person who is employed for a period of time not to exceed a maximum of one year (12) months. Temporary employees are included in this Collective Agreement.
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- (i) The Temporary Employee may be extended beyond the one (1) year period if mutually agreed to in writing by the President of the Local and the Employer.
- (g) Temporary Employees will be granted benefits the same as Full-Time Employees with the following exceptions:
- 1) Temporary Employees are not entitled to recall.
  - 2) The Temporary position may be ended at anytime with proper notice given as per Labour Standards.
  - 3) Vacation will be paid on a pro rata basis.
  - 4) Time worked as a temporary employee shall be credited for seniority purposes if the individual is subsequently hired (within 3 months following the end-date of temporary employment) as a full-time or part-time employee under this Collective Agreement.
- (h) (i) Persons employed under the terms of a grant or persons who are bona-fide students are excluded from coverage of this Collective Agreement.
- (ii) These employees shall not displace existing employees.
- (i) "Grievance" shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.
- (j) "Trainee" definition – an employee who is employed in the Equipment/Heavy Equipment Operator Classification who has less than 1 year of experience on the majority of the machinery or equipment necessary to do the work in that classification.

## ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union and the employees covered by this Agreement recognize that it is the exclusive function of the Employer and the right of the Employer to operate and manage the Town in all respects except as specifically limited by the terms of this Agreement.

### **ARTICLE 3 – RECOGNITION OF THE UNION**

- 3.01 The Employer recognizes Local 2618-03, Canadian Union of Public Employees, as the bargaining agent for a bargaining unit consisting of all full-time and regular part-time employees employed by the Town of Berwick, Berwick, Nova Scotia, engaged in outside work in the Public Works Department, excluding those persons excluded by paragraphs (a) and (b) of Subsection (2) of Section 2 of the Trade Union Act and other persons excluded by this Collective Agreement.
- 3.02 No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representative which conflicts with the terms of this Collective Agreement.
- 3.03 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except by persons working under the definition of casual employee or the Superintendent of Public Works. In any event, there shall be no employee laid off nor any reduction in the regular hours of work or overtime for any employee as a result of the use of a casual or the Superintendent.

### **ARTICLE 4 – NO DISCRIMINATION**

- 4.01 The Parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to the Union, the employees, the Employer and its agents or any other prohibition of the Nova Scotia Human Rights Act.
- 4.02 The Town of Berwick, Local 2618-03 and its members are committed to ensure they have a work environment that is free from workplace bullying, harassment and discrimination. Such actions are not tolerated and will be addressed.

### **ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT**

- 5.01 On commencement of employment in the Bargaining Unit, all employees shall as a condition of employment make application to become a member of the Union. All employees shall remain members of the Union as a

condition of employment through the payment of the periodic dues and initiation fees uniformly required to be paid by all Union members.

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This provision applies to employees covered by this Collective Agreement.

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## **ARTICLE 6 – CHECK-OFF OF UNION DUES**

6.01 The Employer shall deduct from every employee in the bargaining unit the regular monthly dues by all members of the Union upon receipt of a signed authorization. The signing of such authorization and the deduction of such Union dues are conditions of employment.

The sums deducted pursuant to this Article shall be remitted to the below noted address of the Union, accompanied by a list of the names and addresses of those from whose wages the deductions were made, together with a total of the regular wages paid during the month, prior to the 15<sup>th</sup> of the following month. The annual amount of total dues deducted shall be included in the employee's T-4 slip.

Canadian Union of Public Employees  
1375 St. Laurent Boulevard  
Ottawa, Ontario  
K1G 0Z7

This provision applies to employees covered by this Collective Agreement.

## **ARTICLE 7 – ACQUAINTING NEW EMPLOYEES**

7.01 The Employer agrees to acquaint new employees with the fact that this Collective Agreement is in effect and with the conditions of employment set out in Articles 5 and 6.

7.02 As part of the new Employee's orientation, an Executive Member of the Local Union shall be given an opportunity to meet up to two (2) hours with each new Employee during regular working hours, without loss of pay and/or benefits.

**ARTICLE 8 – CORRESPONDENCE**

8.01 All correspondence between the parties arising out of this Agreement shall pass to and from the Town Clerk, Chief Administrative Officer, and Director of Finance and Local 2618's Treasurer and the contact person for Local 2618-03. The Union shall supply the Employer with written notification of the name, address and telephone number of each person.

**ARTICLE 9 – LABOUR-MANAGEMENT COMMITTEE**

9.01 A Labour-Management Committee shall be established consisting of two employee representatives of the Union and two representatives of the Employer. The Committee shall concern itself with improving the relationship between the Employer and the employees in the interest of improved service to the public, interpretation of the Collective Agreement, discussion of contemplated changes in the work environment and other matters of mutual concern.

9.02 (a) The committee shall normally meet every three (3) months unless a special meeting is requested by either party. The Committee shall not deal with specific employee or Union grievances that are being processed under the grievance/arbitration procedure.

(b) The parties agree to exchange agendas two (2) business days prior to the day of the Labour-Management meeting and either party may, by mutual agreement, add issues to the agenda at the Labour-Management meeting.

9.03 An Employer and employee representative shall alternate in presiding over meetings as Chairperson.

9.04 Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting.

9.05 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members of the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the

power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

- ~~9.06~~ Copies of all motions, resolutions and bylaws or rules and regulations adopted by the Council which effect the members of this Union are to be:
- 1) forwarded to the Union;
  - 2) posted on all bulletin boards.

## **ARTICLE 10 – LABOUR-MANAGEMENT COLLECTIVE BARGAINING**

- 10.01 A Union bargaining committee shall be appointed or elected by employees in the Bargaining Unit and shall consist of not more than two (2) members of Local 2618-03. The Union will advise the Employer and the Employer will advise the Union of the names of their bargaining committee members selected reasonably in advance of negotiations.
- 10.02 (a) The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when negotiating with the Employer.
- (b) The Employer shall have the right at any time to have the assistance of any manager or consultant for the purposes of collective bargaining. The Union agrees that the employer has the right to invite such managers or consultants to attend negotiating meetings.
- 10.03 The Employer agrees that the two (2) employees on the negotiating committee shall have the right to attend negotiating meetings with the Employer held within working hours.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

- 11.01 Union Steward – The Union shall notify the Employer in writing of the name of its steward. In the absence of the steward, the President of the Local has the right to act as steward in any grievance situation. The steward may assist any employee which the steward represents in preparing and presenting the grievance in accordance with the grievance procedure.



11.02 The Employer agrees that if it is necessary to service a grievance during working hours, then the steward shall be permitted reasonable time for that purpose. The steward is employed to perform full-time work for the Employer and will not leave their work during working hours without giving an explanation for leaving and obtaining the Superintendent's permission. Such permission will not be unreasonably withheld and the steward shall report back to the Superintendent before resuming normal duties.

11.03 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. The arbitrability of any particular grievance shall be determined if necessary by arbitration. Any grievance proceedings must be initiated within ten (10) working days of the initial occurrence of the event giving rise to the grievance or of the date when the employee became aware of the grievance, and if such grievance proceeding is not initiated within this period then the grievance shall be considered resolved and shall not be processed.

11.04 Settling of Grievances

INFORMAL – an employee who feels that they have a grievance shall first discuss the matter with the Superintendent within two working days of the initial occurrence of the event giving rise to the grievance or of the date when the employee became aware of the grievance. The steward may be present if desired by the employee. The Superintendent shall respond within two (2) working days of the discussion. If the dispute cannot be settled informally then it shall be deemed to be a "grievance" and the Superintendent so notified.

**STEP 1** Should the employee not be satisfied with the results of the informal procedure and should the employee wish to proceed, then the employee shall submit the grievance in writing within ten (10) working days of the initial occurrence of the event giving rise to the grievance or of the date when the employee first became aware of the grievance. It shall at this step be submitted to the employee's supervisor. The Superintendent shall render a written decision within five (5) working days from the date the written grievance is received.

**STEP 2** Should the employee not be satisfied with the decision of the Superintendent and should the employee wish to proceed with the

grievance, then the grievance shall be submitted in writing within five (5) working days of receipt of the reply of the supervisor to the Chief Administrative Officer or his/her designate who shall render a written decision within seven (7) working days of receipt of such grievance. Prior to providing the written decision, the matter shall be reviewed by Town Council.

**STEP 3** Failing satisfactory resolution of the matter, then within ten (10) working days of the date of receipt of the written reply of the CAO or the date when the reply was due the matter may be referred to arbitration.

- 11.05 Policy Grievance – Where a dispute involves a question of general application or interpretation or layoff, or where the Employer has a grievance, STEP 1 of this Article may be by-passed provided that such grievance is filed within ten (10) working days of the initial occurrence of the event giving rise to the grievance.
- 11.06 Union May Initiate Grievance – The Union shall have the right to originate a grievance for an employee or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at STEP 1.
- 11.07 The Employer shall supply the necessary facilities for any grievance meetings.
- 11.08 Supplementary written agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure provided herein. On the failure of the grievor or the Union to process a grievance within the time limit(s) specified, the grievance shall be deemed to be abandoned and cannot be filed or re-opened.
- 11.09 The Employer shall have the right to originate a grievance with the Union. Such grievances shall be filed with the Union within ten (10) working days of the occurrence of the event giving rise to the grievance. The reply of the Union shall be made within ten (10) working days of the date of receipt. Should that reply not resolve the grievance, the Employer may proceed to arbitration within thirty (30) working days of receipt of the Union reply.
- 11.10 The Union shall have the right at any time have the assistance of a representative of Canadian Union of Public Employees when dealing with

the Employer. Such representative may visit the work location of employees in the bargaining unit provided there is no interference with any operation. Such visits shall be to investigate and/or assist the Local in the processing and/or settlement of a grievance. The representative shall request permission prior to any such visit and permission shall not be unreasonably denied.

## ARTICLE 12 – ARBITRATION

### 12.01 Choosing an Arbitrator

When either Party requests that a grievance be submitted to arbitration, the request shall be made by registered mail or fax, addressed to the other Party to the Agreement, indicating their selection for an Arbitrator to hear the grievance.

### 12.02 Failure to Appoint

If, at the expiry of the ten (10) working days, no Arbitrator has been selected by mutual agreement, then the Minister of Labour and Advanced Education, at the request of either Party, may appoint an arbitrator. The costs of the arbitrator not paid by the Minister of Labour and Advanced Education shall be shared equally between the parties.

### 12.03 Procedure

The Arbitrator may determine his/her own procedure but shall give full opportunity to all parties to present evidence and make representations to him/her. The Arbitrator shall hear and determine the difference or allegation and render a decision within thirty (30) calendar days from the time of the completion of the hearing.

### 12.04 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on both Parties to this Collective Agreement. Notwithstanding this, the Arbitrator shall not have the power to alter, modify or amend any of the provisions of this Collective Agreement. The Arbitrator shall have the power to substitute such other penalty for discharge or discipline as the Arbitrator deems just and reasonable in the circumstances.

### 12.05 Disagreement on Decision

Should the Parties disagree as to the meaning of the decision, either Party may apply to the Arbitrator for clarification of the decision of the

Arbitrator. Such clarification will be rendered as soon as reasonably possible.

~~12.06~~ Expenses of the Arbitrator

Each Party shall pay:

- (1) One half (1/2) of fees and expenses of the Arbitrator.

12.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may only be extended by written agreement of the Parties to this Agreement.

### ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 An employee who has completed the probationary period may only be discharged, suspended or disciplined for just cause. The employee shall be notified in writing promptly by the Employer of the reason(s) for the discharge, suspension or discipline.

13.02 The employment of an employee may be terminated at any time during the probationary period. The Employer shall not be required at any time to establish just cause in the event of such termination or other disciplinary action.

During the probationary period, the Employer shall set standards and communicate same to the employee(s), provide the employee(s) with the opportunity of meeting the standards and to correct deficiencies in work performance.

Probationary employees shall be entitled to coverage of the Collective Agreement, however, benefit coverage shall only occur following successful completion of the probationary period.

13.03 Progressive Discipline

The value of progressive discipline is recognized by both the Employer and the Employee and as a matter of practice and general principle, the Employer endorses the concept of progressive discipline.

The Parties acknowledge that the Employer retains the sole right to determine, in any particular case, whether the matter is sufficiently

serious to warrant disciplinary action or discharge. Employees may only be disciplined, suspended or discharged for just cause.

The Parties acknowledge discipline and/or discharge as a result of serious acts of misconduct including, but not limited to, physical assault, sexual assault and/or major theft shall not necessarily be subject to progressive discipline.

In addressing issues of misconduct, the Employer shall adhere to the principle of progressive discipline including the following steps:

- i. Verbal caution;
- ii. Written warning;
- iii. Suspension without pay; and the length of suspension shall be progressive based on severity of the misconduct; and
- iv. discharge

- 13.04 An employee considered to be disciplined or discharged without just cause shall be entitled to file a grievance pursuant to STEP 2 of the grievance procedure. Such grievance shall be filed within ten (10) working days of the date of termination.
- 13.05 (a) An employee, upon reasonable notice, may have access to his or her personnel file up to twice each year or at any time if there is a grievance concerning the employee. The Employee can view his or her personnel file in the presence of the Chief Administrative Officer or designate. On request, the Employer shall provide the Employee with one copy of any document in his or her personnel file. Exceptions shall be letters of reference provided to the Employer on a confidential basis. An employee's response, if any, to a written reprimand shall be placed in the employee's file.
- (b) In imposing discipline, the Employer shall not consider any disciplinary notice that was put on the Employee's personnel file more than thirty (30) months earlier, unless it can be demonstrated that the reasons for the present discipline reflect the same reasons for a past discipline in the Employee's file in which case the matter shall remain on the Employee's file for an additional eighteen (18) months.
- 13.06 When a supervisor intends to discipline an employee, the supervisor shall so notify the employee in advance, of the purpose of the interview in

order that the employee may contact his/her Steward to be present at the interview.

13.07 Employees who hold a position with the Town of Berwick, that require a drivers license to do the core duties of their position and who fail to obtain and/or maintain such a driver's license or who has his / her license suspended or revoked (excluding medical reasons) for a period in excess of six (6) months will be advised in a meeting with the Chief Administrative Officer and their Union Representative whether an accommodation can be made during their driving suspension or if they will be put on an unpaid leave of absence until such time as the license is reinstated.

In determining whether an accommodation will be made, the Employer shall consider the following:

Operational requirements;

Whether the provision of services is adversely affected; and

There is no additional cost to the Employer.

In the event that the Employer determines that accommodation is not operationally possible, the Employee shall be put on unpaid leave of absence to continue until such time as the license is reinstated.

An Employee whose license is suspended or revoked must notify his/her supervisor within twenty-four (24) hours of the suspension or revocation where possible. The Employer reserves the right to request an Employee's driver's abstract at any time, at the Employer's expense.

#### **ARTICLE 14 – SENIORITY**

14.01 Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to certification of the Union.

14.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards by January 31<sup>st</sup> of each year.

14.03 Newly hired employees shall serve a probationary period of 6 months from their date of hire. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.04 An employee who is a full-time year-round employee shall not lose seniority rights if he/she is absent from work because of layoff (up to twelve (12) consecutive months) or leave of absence approved by the Employer. This provision excludes seasonal employees.

An employee shall lose seniority and employment status in the event that:

- (1) The employee is terminated and is not reinstated;
- (2) The employee resigns or retires;
- (3) The employee was absent from work in excess of three (3) consecutive working days without notification to the Employer and without sufficient cause;
- (4) The employee fails to return to work within fourteen (14) calendar days following a layoff and after being notified by certified mail to do so. It shall be the responsibility of the employee to keep the Employer informed of a current address and telephone number.

Laid-off employees engaged in alternative employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.

14.05 Transfer and Seniority Outside Bargaining Unit  
No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during his/her trial period, which shall be a maximum of ninety (90) working days.

If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

## ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15.01 When the Employer determines that a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post notice of the position on all bulletin boards. The Union shall be copied with the notice.

15.02 Such notice shall contain the following information: Duties of position, essential qualifications required, including knowledge required, educational level, skills, shift, hours of work, wage and salary rate or range, date of posting.

Outside advertising to fill a position shall not commence until the notice has been posted for a minimum of seven (7) days. Positions shall not be filled without a posting as set out herein. However, the Employer reserves the right to fill the position on a temporary basis pending a formal decision.

15.03 In selecting an individual to fill any position, appointment shall be made of the applicant with the greatest skills, abilities and qualifications. Where two or more applicants are equal in this regard, then seniority shall govern.

The successful applicant will be notified in writing and any unsuccessful applicants shall be notified in writing that the position has been filled.

15.04 When a present employee is the successful applicant, such employee shall be placed in the position on a trial basis for an established period not to exceed ninety (90) working days. Conditional on satisfactory performance, the employee shall be formally awarded the position.

If the individual proves unsatisfactory during the trial period then the employee shall be returned to the former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

15.05 The Employer shall post on the bulletin board notice of any training courses or experimental programs for which employees may be selected by the Employer or for work related continuing education courses for which an Employee may be interested in attending.



- 15.06 Handicapped and Older Worker Provision  
The Employer may provide (if suitable work is available) work which an employee is capable of performing in the event that an employee is unable to perform normal duties. Special terms and conditions may be agreed upon if required by the Parties.

## ARTICLE 16 – LAYOFFS AND RECALLS

- 16.01 (a) A lay-off shall be defined as a lack of work, reduction in the work force or reduction in the regular hours of work as defined in this Agreement.
- (b) In the event of a layoff, the employee(s) with the least seniority in the affected classification shall be laid off first.
- 16.02 Employees shall be recalled in order of their bargaining unit seniority provided they are qualified to perform the work of the position they are being recalled to.
- 16.03 No new employees shall be hired until those full-time year-round employees laid off with recall rights for a period not exceeding twelve (12) months have been given an opportunity of recall, provided they are qualified to perform the work of the position in question.
- 16.04 At least two weeks' notice of lay-off shall be provided. Payments for shifts that would otherwise have been worked within this notification period will be made if work is not provided.

## ARTICLE 17 – HOURS OF WORK

- 17.01 The normal work week for full-time employees shall be five (5) days per week, Monday to Friday, eight (8) work hours per day.

The normal hours of work shall be from 8:00 a.m. to 4:30 p.m. daily. Employees, when provided with notice as outlined below, can be required to work regular hours commencing at times other than those listed in this article. When working such other hours, overtime rates will not apply to the eight (8) hour shift, but will apply to additional hours worked in excess of eight (8) hours worked.

Notice is as follows:

- a) Snowplowing and ice control services – 12 hours
  - b) All other services – 48 hours
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During the regular work day, the employees shall be given a one-half (1/2) hour unpaid lunch period, approximately mid-way through the shift and two (2) fifteen (15) minute paid break periods.

## ARTICLE 18 – OVERTIME

18.01 Time worked in addition to the eight (8) hour shift shall be paid at the rate of time and one-half (1.5 x) times the regular hourly rate or time off in lieu of pay. When time off in lieu is granted, the scheduling of such lieu time shall be mutually agreed between the Superintendent and the employee(s). Notwithstanding, all time worked on a Sunday or on a paid holiday shall be considered overtime and be compensated at the rate of two (2x) times the regular rate.

Employees may take as many hours of overtime as time off in lieu as they may choose. However an Employee may not hold banked time off in lieu in excess of eighty (80) hours. For clarity, once an Employee has banked eighty (80) hours of time off in lieu, the Employee must schedule and take off some banked time. Employees may recharge their banked time to eighty (80) hours once their bank has been reduced below that limit.

18.02 Call-Back Pay (Unscheduled) – An Employee who is called in (unscheduled) and required to work outside his/her regular working hours shall be paid from the time the call is received by the Employee until the Employee returns home from the task(s) required by the Town. The Employee will be paid for a minimum of (3) three hours at overtime rates.

- (b) The Employee who is on call shall be the first responder to any call out unless in extenuating circumstances when risk to persons or property is involved or if the situation creates a legal risk, or when the Employee who is on call does not answer the phone or return the call or doesn't have the ability to arrive on scene in a timely manner.

- (c) The Employee who is on call shall be paid mileage (at the Nova Scotia Government rate) from their home and back for any calls or any scheduled checks during their period of time on call.

18.03 An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

18.04 Scheduled Overtime  
Employees shall be paid a minimum of two (2) hours at the appropriate overtime rate each day to check the pumping stations and treatment plant on weekends.

18.05 Employees required to be on call shall be paid the rate of two hundred dollars (\$200.00) per week for the week that they are on call. This payment shall be in addition to payment made in 18.02 above.

18.06 Employees shall be provided with a meal if required to report to work more than two (2) hours prior to the beginning of the normal shift, or when an employee completes three (3) hours or more continuous overtime beyond a regular shift.

## ARTICLE 19 – HOLIDAYS

19.01 Holidays shall be granted to full-time employees on the basis of eight (8) hours regular pay for each of the following:

New Year's Day	Labour Day
Good Friday	Thanksgiving
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Heritage Day

And any other day proclaimed as a holiday by the federal, provincial or municipal government.

When any of the above noted paid holidays fall on a Saturday or a Sunday, and is not declared or designated as being observed on some other day, then the Monday following shall apply, with the exception of Christmas Day, which will be observed on the preceding Friday.

Part-time employees shall be paid Statutory Holiday pay on a pro-rata basis based upon the average hours worked over the preceding four (4) week period.

- 19.02 An employee shall be entitled to be paid for a general holiday if
- (a) he or she has received or is entitled to receive pay for at least fifteen (15) days during the thirty calendar days immediately preceding the general holiday; and
  - (b) he or she has worked on their scheduled working day immediately preceding and immediately following the holiday.

19.03 It is understood that only employees who are actively working should be entitled to be paid for holidays. Employees on Workers' Compensation and unpaid leaves of absence shall not be paid for holidays. Should an employee be sick on a holiday, the employee shall be paid for the holiday but no sick pay shall be deducted.

#### ARTICLE 20 – VACATIONS

20.01 All Employees shall be entitled to receive annual vacation leave with pay as follows:

From commencement of employment to start of the next vacation year	A portion of three (3) weeks, prorated according to actual time worked
In the 1 <sup>st</sup> full vacation year through the 4 <sup>th</sup> full vacation year	Three (3) weeks
In the 5 <sup>th</sup> full vacation year through the 9 <sup>th</sup> full vacation year	Three (3) weeks and two (2) days (17 total days)
In the 10 <sup>th</sup> full vacation year through the 15 <sup>th</sup> full vacation year	Four (4) weeks
In the 16 <sup>th</sup> full vacation year through the 19 <sup>th</sup> full vacation year	Four (4) weeks and two (2) days (22 total days)
In the 20 <sup>th</sup> full vacation year and above	Five (5) weeks

20.02 Should a paid holiday be observed during an employee's vacation period, the employee shall be granted an additional vacation day with pay at a time mutually agreed between the Employer and Employee.

- 20.03 Vacation pay for each week of vacation shall be at the rate effective immediately prior to the commencement of the vacation period.
- 20.04 An employee terminating employment at any time in the vacation year before vacation has been taken shall be entitled to a proportionate payment in lieu of such vacation. With mutual agreement between the Employer and Employee, an employee can use any unused vacation time before terminating employment.
- 20.05 Vacations shall be scheduled by May 1<sup>st</sup> of each year. A maximum of two consecutive weeks (if entitled) will be granted unless otherwise mutually agreed by the Superintendent and employee.
- 20.06 When an employee is hospitalized during vacation, such time shall be paid out of accumulated sick-leave and the period of vacation so displaced shall be taken at another time to be mutually agreed between the employee and the Employer.
- 20.07 Any vacation time which is not able to be granted shall be paid out at the end of year and/or carried over to the following year. Up to five (5) days may be carried over to the following year.
- 20.08 The full vacation year shall be defined as the calendar year, January 1 to December 31 inclusive.

## ARTICLE 21 – SICK LEAVE

- 21.01 Sick leave means the period of time a full-time regular employee is permitted to be absent from work with full pay because of sickness or disability or because of an accident for which Workers' Compensation is not payable. It is understood that sick leave only applies to bona fide sickness, disability or accident.

Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from work on approved sick leave shall only be entitled to sick leave pay if the employee is not otherwise receiving pay for that day, and providing the employee has sufficient sick leave credits.

- 21.02 Full-time employees shall earn sick leave at the rate of one and one-half (1.5) days per month worked, accumulate to a maximum of one hundred

twenty (120) days. Should less than the full number of working days in a month be worked then sick leave entitlement shall be reduced on a pro-rated basis. For the purpose of this Article, holidays and vacation and any leaves paid by the Employer shall be considered time worked.

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- 21.03 A record of all unused sick leave will be kept by the Employer. Such accumulated sick leave shall accrue for future sick leave benefits to the maximum set out in 21.02 herein. The Employer shall provide employees with a record in writing of unused sick leave once per year.
- 21.04 The Employer may require proof of illness as is deemed necessary and application for sick leave shall be made in such manner as the Employer may from time to time prescribe. Should medical certification be required by the Employer as a result of a particular period of sick leave, it shall be submitted upon return to work by the employee and requested during the sick leave.
- The Employer will not normally require medical certification unless an illness is in excess of two working days.
- 21.05 When an employee is given leave of absence without pay for any reason, or is laid off, the employee shall not receive sick leave credits for the period of such absence but shall retain cumulative credit, if any, existing at the commencement of the absence.
- 21.06 Abuse of sick leave may be cause for disciplinary action.
- 21.07 Employees shall arrange medical and dental appointments outside normal working hours if possible. Employees shall request approval for time off as far in advance as possible and such time shall normally be granted.
- 21.08 Illness in the Family  
When an immediate family member becomes ill, then the employee may use up to a maximum of five (5) consecutive days of banked sick days or the equivalent in banked overtime hours to make arrangements for care if no one else is available.

## ARTICLE 22 – LEAVE OF ABSENCE

22.01 The Employer may, subject to operational requirements, grant a leave of absence for personal reasons without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause with reasonable notice. Such request shall be in writing and must be approved by the Employer.

### 22.02 Bereavement Leave

When a death occurs in the immediate family of an employee, such employee shall be granted bereavement leave with pay for a period of four (4) consecutive calendar days, commencing the date of the death. The employee shall be paid for regular hours of work that the employee would have been scheduled to work during the four (4) consecutive calendar days.

Immediate family is defined as father, mother, brother, sister, spouse, child, mother-in-law or father-in-law of the employee. In the event of the death of a current in-law, excluding those above, or grand-parent, then an employee shall be entitled to two (2) days' bereavement leave on the same basis as provided for in this Article.

The Employee may be granted other days off for bereavement, at the discretion of the Employer. Those other days shall be taken from the Employee's accumulated vacation or without pay.

When the burial occurs outside the province, an additional travel day with no loss of regular earnings shall be granted to attend the funeral.

Employees shall be granted time off without pay to attend the funeral of other relatives or friends.

### 22.03 Leave of Absence for Union Functions

With at least two (2) weeks notice and subject to operational requirements of the Employer, an employee elected or appointed to represent the Union at CUPE conventions, educational opportunities, or seminars shall be granted leave of absence with pay for up to five (5) days per year to attend such events. Any additional days beyond the first five (5) requested would be reimbursed by the Local upon receipt of an invoice for such time. These days allotted will be for the full bargaining unit to use each year.

22.04 Pregnancy and Parental Leave  
Pregnancy Leave and Parental leave shall be provided consistent with Provincial and Federal Legislation. While on such leave, an employee shall retain seniority.

22.05 Paid Jury or Court Witness Duty Leave  
The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in relation to Town business. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness on Town business, excluding payment for travelling, meals or other expenses. The employee will 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.

## **ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES**

23.01 The Employer shall pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of his/her wages, overtime, amount of Time off in Lieu (toil) banked and taken and other supplementary pay and deductions.

## **ARTICLE 24 – JOB CLASSIFICATION**

24.01 The Employer agrees to update job descriptions for all positions for which the Union is bargaining agent within (180) one hundred and eighty days of the signing of the collective agreement. The Employer shall supply each employee with an updated job description.

24.02 Should the Employer create a new classification in the bargaining unit, the rate of pay shall be subject to agreement with the Union. Any disagreement may be submitted as a grievance at Step 2. The new rate shall become retroactive to the time the position was first filled.



24.03 In the event that job duties are significantly changed to the extent that the job description no longer reflects the work being performed, then the Employer shall change the job description.

24.04 When an Employee covered by this Collective Agreement is temporarily assigned to and/or designated the duties of another position inside or outside the bargaining unit for which the rate of pay is higher than the rate of pay for the Employee's regular position, and the Employee is assigned to or designated the duties and performs in that capacity for two (2) consecutive days, or two (2) days in any calendar month starting on the third working day, the Employee shall receive the wages at the bottom of the absent Employee's salary scale (if outside the bargaining unit) or a minimum of five percent (5%) over the Employee's regular wage rate, or the rate for the classification (in the bargaining unit) whichever is greater.

The Employee shall be paid for all hours worked in the classification. A two (2) day period for the purpose of this Article may span a weekend or holiday, which is not worked and still satisfy the definition of consecutive.

24.05 Should an employee be assigned to a higher classification for more than two (2) consecutive working days (starting on the third (3<sup>rd</sup>) working day), the pay rate shall be adjusted accordingly and retroactively for the previous days worked and the employee shall be paid the higher rate for all hours worked in the classification. A 2-day period for the purpose of this article, may span a weekend or holiday, which is not worked, and still satisfy the definition of "consecutive".

## ARTICLE 25 – EMPLOYEE BENEFIT PLANS

25.01 (a) The Employer and the Employee shall cost share the Pension Plan on a 50/50 basis.

(b) The Employer and Employees shall each contribute six percent (6%) of employees total income including overtime to the Employees Pension Plans.

An Employee that retires shall receive a retirement allowances as follows:

- a) Ten (10) years service or less - \$300
- b) Twenty (20) years service or less - \$500
- c) More than twenty (20) years service - \$750

(c) The total cost of the Employee Benefit Plan (Life Insurance, AD&D, LTD, Health and Dental) shall be cost shared on a 50/50 basis between the Employer and Employee.

(d) Starting November 1, 2015

- i. The Employer agrees to continue an extended health benefit plan and dental care plan with the premium to be shared on a cost share basis, with fifty-five percent (55%) paid by the Employer and forty-five percent (45%) paid by the Employee.
- ii. The Employer agrees to continue to pay one hundred percent (100%) of the premium for life insurance and accidental death and dismemberment.
- iii. the Employer agrees to continue a long term disability plan with one hundred percent (100%) paid by the Employee.

25.02 The Employer, in the event of illness or disability (excluding paid sick leave), shall continue to pay its' share of premium(s) for up to four (4) months. Thereafter, subject to provisions of the Plan(s), the employee may pay the full premiums (employee and Employer share) through the Employer.

25.03 (a) "Plan" means the Multi-Sector Pension Plan

(b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- i) the straight time component of hours worked on a holiday; and
- ii) holiday pay, for the hours not worked; and
- iii) vacation pay; and
- iv) sick pay paid directly by the Employer (but not short term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and
- v) overtime.

All other payments, premiums, allowances and similar payments are excluded.

(c) "Eligible Employee" means all Employees in the bargaining unit.

25.04 Commencing the first pay period following completed enrolment in the MSPP each Eligible Employee shall contribute for each pay period an amount equal to 5 % of Applicable Wages to the Plan.

The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to 5.5% of Applicable Wages to the Plan. The combined amount equal to 10.5% of the Applicable wages will be sent to the MSPP on behalf of the Employees.

25.05 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

25.06 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form; it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article 26.04 of the agreement include:

- i) To Be Provided Once Only At Plan Commencement
  - Date of Hire
  - Date of Birth
  - Date of First Contribution
  - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
  - Gender
  
- ii) To Be Provided With Each Remittance
  - Name
  - Social Insurance Number

- Monthly Remittance
- Pensionable Earnings
- Year to Date Contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) To Be Provided Initially And As Status Changes

- Full Address
- Termination Date Where Applicable (MM/DD/YY)
- Marital Status

iv) To be Provided Annually but no later than July 1

- Current Complete Address Listing

25.07 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule B.

25.08 The Union acknowledges and agrees that other than making its contributions to the MSPP as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

25.09 The Union and the Employer acknowledge and agree that under the current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

25.10 It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

## ARTICLE 26 – HEALTH AND SAFETY

- 26.01 An employee who is involved in an accident or injury shall notify the Employer as soon as possible.
- 26.02 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident while at work shall be at the expense of the Employer.
- 26.03 The employees and the Employer will be governed by the provisions of the Nova Scotia Occupational Health and Safety Act.

## ARTICLE 27 – CLOTHING ALLOWANCE

- 27.01 Full time employees shall be provided with one (1) pair of safety footwear per year beginning on April 1st each year, will have their choice of the following clothing as required
- Coveralls/Overalls
  - Work pants/Work Shirts
  - Work boots/Safety Shoes
  - Work Jackets (Winter/Summer)
- As well as work gloves (as required), rain gear (as required) and safety equipment (as required).
- 27.02 Any difference of opinion between the Superintendent and the Employee regarding the requirement of clothing/safety gear shall be referred to the Chief Administrative Officer for resolve.

## ARTICLE 28 – TECHNOLOGICAL AND OTHER CHANGES

- 28.01 Should there be changes in work methods, such changes shall, if required, be discussed with the employees affected prior to their introduction.
- 28.02 Training/Certification  
Where work related training/certification is appropriate and/or required all time spent in training, workshops, writing exams, etc. shall be considered time worked pursuant to the collective agreement. All course costs including registration, books, materials, exam fees, etc, shall be paid by the employer.

## ARTICLE 29 – PRESENT CONDITIONS AND BENEFITS

29.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. ~~If any law now existing or hereafter enacted, or~~ proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated. The remainder of the Agreement shall remain in effect.

29.02 In the event that the Employer merges or amalgamates with any other body, the Employer agrees (subject to its legal authority) that:

- 1) All provisions of this Collective Agreement will be honoured; and
- 2) Any outstanding issue(s) shall be referred to the Labour Relations Board.

## ARTICLE 30 – JOB SECURITY

30.01 Full-time employees employed as of the signing date of this Collective Agreement shall not suffer a reduction in regular hours, loss of regular earnings, or loss of job, nor a reduction of bargaining unit positions, as the result of contracting out.

30.02 When outside work cannot reasonably be continued by reason of inclement weather, the employee(s) shall not suffer any loss of regular earnings.

## ARTICLE 31 – NO STRIKES, NO LOCKOUTS

31.01 The Parties and the employees agree that during the term of this Agreement and while negotiations continue as set out in the Nova Scotia Trade Union Act there shall be no work stoppages as prohibited by the Trade Union Act. Neither shall the Employer cause a lockout of its employees during the term of this Agreement or while negotiations continue subject to the terms of the Trade Union Act.

## ARTICLE 32 – GENERAL CONDITIONS

32.01 Employee facilities shall be provided.

32.02 The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and 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.

32.03 The Employer shall supply all tools and equipment required by employees in the performance of their duties. Replacement will be made by producing the worn or broken tools or proving that the tool was lost. The mechanic shall supply personal tools.

32.04 An employee who is required to use his/her personal vehicle for employee business will be paid at the Provincial Government rate.

### **ARTICLE 33 – TERM OF AGREEMENT**

33.01 This Agreement shall be in effect from November 1, 2014 to March 31, 2018, and shall continue from year to year thereafter, unless either Party gives to the other Party notice in writing between sixty (60) days and ninety (90) days prior to the expiration date in any year that it desires its termination or amendment.

The wage rates only, set out in Schedule A shall be effective retroactive to November 1, 2014.

33.02 Upon receipt of notice to bargain, negotiations shall proceed in accordance with the provisions of the Nova Scotia Trade Union Act.

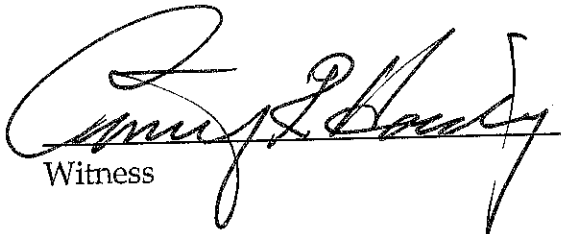
33.03 Changes in Agreement – any changes mutually deemed necessary to the Agreement may be made in writing at any time during the life of this Agreement.

ARTICLE 34 – SIGNATORIES

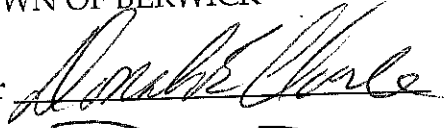
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the hands of their duly authorized Officers.

Dated at Berwick, Nova Scotia, this 7<sup>TH</sup> day of JANUARY ~~2014~~ <sup>2015</sup>.

SIGNED, SEALED AND DELIVERED )  
In the Presence of )

  
Witness

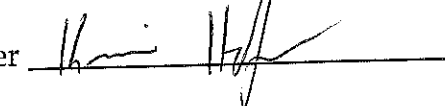
TOWN OF BERWICK


Per 

Per 

CANADIAN UNION OF PUBLIC  
EMPLOYEES, Local 2618-03

Per 

Per 

Per 



**SCHEDULE "A"**

**REGULAR HOURLY WAGE RATES**

CLASSIFICATION	Expired	Nov. 1, 2014	September 1, 2015	July 30, 2016	May 30, 2017
	Rate October 31, 2014	(3.5%)	(2.5%)	(2.5%)	(2.5%)
STP Operator II	22.42	23.20	23.78	24.38	24.99
STP Operator I	21.77	22.53	23.10	23.67	24.26
Heavy Equipment Operator	18.04	18.67	19.14	19.62	20.11
Equipment Operator	17.42	18.03	18.48	18.94	19.42
Skilled Labourer	17.21	17.81	18.26	18.71	19.18
Labourer		11.95	12.25	12.55	12.87
Trainee Heavy Equipment Operator	17.39	18.00	18.45	18.91	19.39
Trainee Equipment Operator	17.21	17.81	18.26	18.71	19.18

The job titles/classifications contained herein are for the purpose of establishing rates of pay and are not to be interpreted as recognition of any specific work jurisdiction or claim.

The Terms and conditions set forth shall be retroactive for all CUPE Local 2618-03 employees employed with the Town of Berwick since the expiration of the last Collective Agreement.

In addition to the basic wage a 65 cent per hour premium will be paid to an employee asked to perform welding work for all time spent doing said work.

A person who is hired with 1 year of experience or more will be paid at the full rate for which the classification they were hired for from their date of hire. A person who is hired fitting the trainee definition shall be paid the Trainee wage for up to one year for them to gain the 1 year training required. Once they have completed the year of experience they will be moved to the full wage of the classification.

Lead hand position will be given a 10% premium on top of their classification on all wages

3.5 % increase on November 1, 2014

2.5% or CPI whichever is greater on September 30, 2015, July 30, 2016 and May 30, 2017

**LETTER OF UNDERSTANDING  
CONTINUATION OF MEDICAL & DENTAL BENEFITS**

between

**TOWN OF BERWICK**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2618-03**

The Union has proposed that the following article be included in the Collective Agreement:

"The parties agree that Employees who retire prior to the age of sixty-five (65) shall be offered the opportunity to remain on the medical and dental benefits that they qualify for at their own cost and expense. The Employee shall provide the Employer with post-dated cheques to cover the cost. Should the Employee default on payment then the Employee shall be removed from the plan."

The Employer is agreeable to the inclusion of the above article in the Collective Agreement provided that (1) there is no negative impact on the Town's risk rating, (2) there is no negative impact on the Town's administration of the plan, (3) there is no direct financial cost to the Town and (4) the proposed continuation of coverage is not contrary to the terms and conditions of the Medical and Dental Benefits plan.

Within thirty (30) days of signing the Collective Agreement, the Employer shall make the necessary inquiries to confirm whether the continuation of benefits as proposed will result in (1) a negative impact on the Town's risk rating, (2) a negative impact on the Town's administration of the plan and (3) an increase in costs to the Town.

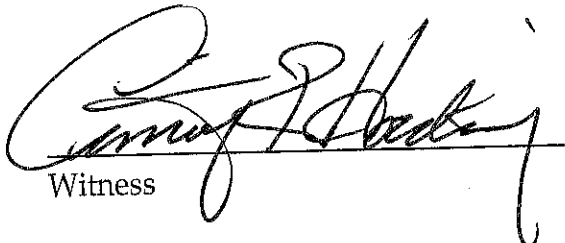
Within thirty (30) days of signing the Collective Agreement, the Employer shall also make the necessary inquiries to confirm whether the proposed continuation of benefits is acceptable under the current benefits plan and the Employer shall provide the Union with the results of the inquiries.

Within thirty (30) days of signing the Collective Agreement, the Town shall decide whether it is satisfied that the proposed continuation of benefits does not (1) negatively impact the Town's risk rating, (2) negatively impact on the Town's administration of the

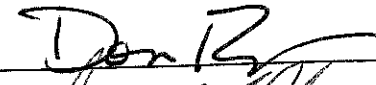

plan, (3) increase the costs to the Town and provided that the proposed continuation of benefits is permitted under the terms of the current benefits plan then the parties agree that the Collective Agreement shall be amended to include the proposed article.

Dated at Berwick, Nova Scotia, this 7<sup>TH</sup> day of JANUARY ~~2014~~ 2015


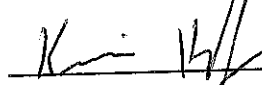
SIGNED, SEALED AND DELIVERED )  
In the Presence of )

  
Witness

TOWN OF BERWICK

Per   
Per 

CANADIAN UNION OF PUBLIC  
EMPLOYEES, Local 2618-03

Per   
Per   
Per 