

COLLECTIVE AGREEMENT

BETWEEN:

**THE TOWN OF MIDDLETON;
(hereinafter called the "EMPLOYER")**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 2858,
CLERICAL AND PUBLIC WORKS EMPLOYEES,
(hereinafter called the "UNION")**

(Expiry Date – December 31, 2016)

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This Agreement is made this _____ day of _____ A.D., 2014

between: The Town of Middleton
hereinafter called the "Employer",

PARTY OF THE FIRST PART,

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES,
and its Local 2858, Clerical and Public Works
Employees, hereinafter called the "Union",

PARTY OF THE SECOND PART.

ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- (1) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions in matters pertaining to working conditions, employment, services, etc.
- (3) To encourage efficiency in operations.
- (4) To promote the morale, well-being and security of all employees, in the Bargaining Unit (as defined by the Certification Order and referred to in Article 3.01 of the Union), and

1.02 It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

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

Maintain order, discipline and efficiency, hire, discharge, direct (including assignment of work), classify, reclassify, transfer, promote, demote and suspend, or otherwise discipline any employee covered by this agreement, provided however, a claim that any employee has been discharged, suspended, disciplined or demoted without just cause, may be the subject of a grievance and dealt with as hereinafter provided in Article 11.

ARTICLE 3 – RECOGNITION AND NEGOTIATION

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2858 as the sole and exclusive collective bargaining agent for a bargaining unit consisting of all regular part-time and full-time employees of the Employer employed in the Town Clerk's Office and employed in the Department of Public Works, but excluding the Director of Public Works/Superintendent of Public Works, the Recreation Facility Manager and those persons excluded by Paragraphs (a) and (b) of Subsection (2) of Section 1 of the Trade Union Act, and hereby agrees to discuss with the Union or any of its authorized committees, matters affecting the relationship between the Parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.

3.02 (a) The Union recognizes that the Town may, from time to time, hire persons or contractors to perform duties normally done by members of the Bargaining Unit. Instances when outside hiring could occur are when:

- 1) Bargaining Unit employees do not possess particular skills to perform the tasks required and/or;
- 2) the Town does not possess the equipment needed to perform the tasks required and/or;
- 3) the Town does not have the resources (manpower and/or equipment) to complete the task in a timely manner (this could be the result of bargaining unit members declining overtime assignments), and/or;
- 4) it is significantly less expensive for the Town to hire outside persons or contractors.

The Town recognizes that the outsourcing of work will not result in the lay off or delayed recall of a member of the Bargaining Unit.

(b) Section 3.02(a) shall not apply to past customary duties and procedures as performed by the Director/Superintendent of Public Works, or by the Recreation Facility Manager.

3.03 This Collective Agreement is fully applicable to all regular part-time and full-time employees, unless otherwise specified.

3.04 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives, which conflicts with the terms of this Collective agreement.

3.05 Summer students and temporary employees who have worked less than 950 hours shall be excluded from the Bargaining Unit and shall not be covered by the Collective Agreement. Grant workers shall also be excluded and the Union shall consider all grant applications.

ARTICLE 4 – NO DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of his/her membership or activity in the Union.

ARTICLE 5 - DEFINITIONS

5.01 “Employer” – is the Town of Middleton.

5.02 “Union” – is the Canadian Union of Public Employees, Local 2858.

5.03 “Employee” – is a person appointed to a position in the Bargaining Unit.

5.04 “Regular Full-Time Employee” – is one who is regularly scheduled to work the standard hours as indicated in Article 17.

5.05 “Regular Part-Time Employee” – is an employee who is scheduled to work less than the standard hours indicated in Article 17. A part-time employee shall qualify, subject to eligibility, for benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year.

5.06 “Casual Employee” – is an employee who is not included in the Bargaining Unit set out in Article 3.01. A casual employee is hired from time to time as required. Casual employees shall be excluded from the Bargaining Unit and shall not be covered by this Collective Agreement.

ARTICLE 6 – UNION MEMBERSHIP REQUIREMENT

6.01 All employees of the Employer as a condition of continued employment shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. All new employees shall as a condition of continued employment become and remain members in good standing in the Union from date of employment.

ARTICLE 7 – CHECK-OFF OF UNION DUES

7.01 The Employer shall deduct from every employee any uniform monthly dues and initiation fees as directed by the Union.

7.02 Deductions shall be made from each pay date, and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the

7.03 following month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made. It is understood and agreed that dues and initiation fees will only be paid by and deducted from employees who are included in the Bargaining Unit. Probationary employees in the Bargaining Unit are included. Casual employees, non-Bargaining Unit employees and those excluded in Articles 3.01 and 3.05 are not covered by this Agreement and shall not pay dues or initiation fees.

7.04 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence between the Parties arising out of this agreement shall pass to and from the Employer and the Secretary of the Union.

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

9.01 A Labour Management Committee shall be established consisting of two (2) representatives of the Union (one member from the Clerical employees and one member from the Public Works employees) and two (2) representatives of the Employer. The Committee shall enjoy the full support of both Parties in the interests of improved service to the public, and working conditions for the employees.

A Representative from the Employer and the Union shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

Minutes of each meeting of the Committee shall be prepared and signed by the Joint Chairpersons. The Bargaining Unit, their Representatives and the Employer shall receive one (1) signed copy of the minutes as promptly as possible after the close of the meeting.

9.02 Union or Employer advisors may attend if agreed by both Parties.

ARTICLE 10 - LABOUR MANAGEMENT BARGAINING

10.01 A Union Bargaining Committee shall be appointed and consist of not more than two (2) members of the Union (one (1) member from Clerical employees and one (1) member from the Public Works employees). The Union will advise the Employer of the Union nominees to the Committee.

10.02 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative(s) shall have access to the

Employer's premises in order to investigate and assist in the settlement of a grievance.

- 10.03** Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer shall have the right to attend meetings with the Employer held within working hours without loss of remuneration.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.01** In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee who the Steward represents, in preparing and presenting a grievance in accordance with the Grievance Procedure.

- 11.02** The Union shall select a Grievance Committee and shall notify the Employer in writing of the names of the members of the Grievance Committee.

- 11.03** The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each steward is employed full time by the Employer and that each Steward will not leave work during working hours. Therefore, no Steward shall leave work without obtaining the permission of their supervisor.

- 11.04** A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement. If any question arises as to whether a particular dispute is or is not a grievance, the question shall be taken up through the grievance procedure and determined if necessary by Arbitration.

- 11.05** An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP 1 An employee who has a grievance shall first discuss the matter with the immediate supervisor in an effort to resolve the matter or the employee may request his/her steward to discuss the matter with the supervisor in an effort to resolve the matter.

STEP 2 If the matter cannot be resolved between the employee and the Employer, then the grievance may be submitted in writing provided such written grievance is submitted within thirty (30) calendar days of the initial occurrence of the event giving rise to the grievance.

In the case of a Clerical employee grievance, the grievance shall be submitted to the Chief Administrative Officer. In the case of a Public Works employee grievance, the grievance shall be submitted to the Director of Public Works/Superintendent of Public Works.

STEP 3 The Chief Administrative Officer or the Superintendent of Public Works shall reply to the grievance in writing within fifteen (15) working days of the date of receipt of the written grievance. The Parties shall meet at a mutually agreed time during this reply time period to attempt to settle the grievance.

STEP 4 Should a matter not be resolved which has been referred to the Director of Public Works/Superintendent of Public Works, the Union may submit the grievance in writing to the Chief Administrative Officer. Such submission must be made within fifteen (15) working days of receipt of the reply of the Superintendent of Public Works referred to in Step 3 herein.

STEP 5 The Chief Administrative Officer shall reply to a Public Works grievance in writing within fifteen (15) working days of the date of receipt of the written grievance. The Parties shall meet at a mutually agreed time during this reply time period to attempt to settle the grievance.

STEP 6 Failing satisfactory settlement being reached in Step 3 (Clerical employee grievance) or in Step 5 (Public Works employee grievance), the Union or the Employer may refer the dispute to arbitration pursuant to the provisions of Article 12 herein.

11.06 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or the Employer or an employee (personal safety) has a grievance, such grievance shall be filed directly with the Chief Administrative Officer or the Union (in the case of an Employer grievance) within thirty (30) calendar days of the date of the initial occurrence of the event giving rise to the grievance. The Party receiving the grievance shall reply in writing within thirty (30) calendar days of the date of receipt. The Parties shall meet at a mutually agreed time during the thirty (30) calendar day reply period to attempt to settle the grievance.

Failing settlement of a grievance filed under Article 11.06 herein, either Party may refer the matter to arbitration pursuant to the provisions of Article 12 herein.

11.07 The Union and its representatives shall have the right to originate a grievance on behalf of an employee, with that employee's consent, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such consent shall not be required for matters arising pursuant to Article 3.04.

11.08 Replies to grievances stating reasons shall be in writing commencing at Article 11.05, Step 3.

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

11.10 Any mutually agreed changes in writing to this Collective Agreement shall form part of this collective agreement and are subject to the Grievance and Arbitration Procedure.

- 11.11** If the grievor or the Union or the Employer fails to process a grievance to the next step in the Grievance Procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration, provided there exists legitimate cause for the delay.
- 11.12** No grievance shall be defeated or denied or advanced by any formal or technical objection. An Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which the Arbitrator deems just and equitable.

ARTICLE 12 - ARBITRATION

- 12.01** Except when the Parties agree to a three-member Board of Arbitration, a single Arbitrator shall be appointed. Such single Arbitrator shall have all the rights and powers of a Board of Arbitration. Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

When either Party requests that a grievance be submitted to Arbitration, the request shall be made by registered mail or personal delivery, within thirty (30) calendar days of the receipt of the last reply under the grievance procedure, to the other Party of this Agreement indicating the name of the proposed Arbitrator. If the Parties are unable to agree upon an Arbitrator within ten (10) working days of requesting the submission of a grievance, the appointment shall be made by the Minister of Labour upon request of either Party.

- 12.02** If the Parties have agreed to a three (3) member Arbitration Board, such request shall be made by certified mail/fax or hand-delivered to the other Party, indicating the name, address and telephone number of its nominee on an Arbitration Board.

Within ten (10) working days thereafter, the other Party shall similarly reply, indicating the name, address and telephone number of its nominee to an Arbitration Board.

The two nominees shall agree on the name of a Chairperson within ten (10) working days of the date of receipt of the name of the second nominee.

- 12.03** The Board shall determine its own procedure, but shall give full opportunity to all Parties to present evidence and make representations. In its attempt at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision at the earliest possible date from the time the Chairperson is appointed.

- 12.04** The decision of the majority shall be the decision of the Board. Where there is no majority decision the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all Parties. The Board shall have the power to dispose of a

grievance by any arrangement which it deems just and equitable, however, the Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

- 12.05** Should either Party disagree as to the meaning of the Board's decision, then either Party may apply to the Chairperson to render a clarification by the full Board at the earliest possible date.
- 12.06** Each Party shall pay the fees and expense of the nominee it appoints and one-half (1/2) of the fees and expenses of the Chairperson.
- 12.07** The time limits fixed in both the Grievance and Arbitration procedures may only be extended by written agreement of the Parties.
- 12.08** At any stage of the Grievance or Arbitration procedure, the Parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 13.01** An employee who has completed their 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 dismiss a probationary employee without having to establish just cause.
- 13.02** An employee considered to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases provided the grievance is filed within thirty (30) calendar days of the date of the discharge or suspension.
- 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/her former position in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensate which is just and equitable in the opinion of the Parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.
- 13.04** No entry of a detrimental nature which may be used in subsequent disciplinary action shall be maintained on an employee's record without his/her prior knowledge. After a period of twenty-four (24) months an employee may apply to have entries of a detrimental nature removed from his/her file, which application shall not be unreasonably refused.

- 13.05** An employee shall have the right at any time to have access to and review his/her file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

ARTICLE 14 - SENIORITY

- 14.01** Seniority is defined as the length of service in the Bargaining Unit and shall, subject to other provisions of this Collective Agreement, be used in determining preference or priority for promotions, transfers, demotions, lay-offs and recall and reduction of work force. Seniority shall operate on a bargaining-unit-wide basis.
- 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 in January of each year.
- 14.03 (a)** A newly hired employee shall be on probation for a period of six (6) months of time worked on the job from the date of hiring. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment. The probationary period stated herein may be extended by mutual agreement between the Employer and the employee to a maximum of an additional three (3) months. The Union shall be notified immediately of any such extension.
- 14.03 (b)** Time worked outside the bargaining unit shall not be included for probationary purposes.
- 14.04** An employee shall not lose seniority rights if absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An employee shall only lose seniority in the event of:
1. discharge for just cause with no reinstatement;
 2. verbal resignation or resignation in writing with no withdrawal of resignation within two (2) days;
 3. absence from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
 4. failure to return to work within seven (7) calendar days following a lay-off and after being notified by registered 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 the employee's current address. An employee recalled for less than one (1) month of continuous employment at a time when the employee is employed elsewhere shall not lose recall rights for refusal to return to work;

5. lay-off or absence from work for a period longer than two (2) years. In the case of L.T.D. or W.C., the two (2) years shall commence from the date of approval of claim, and
6. for such other actions or reasons which may be deemed appropriate in the circumstances and after which if necessary are approved through the Grievance Procedure.

14.05 No employee shall be transferred to a position outside the Bargaining Unit without the employee's consent. If an employee is transferred to a position outside of the Bargaining Unit, the employee shall retain seniority accumulated up to the date of leaving the unit for a period of three (3) months, but will not accumulate any further seniority. If such employee later returns to the Bargaining Unit, the employee shall be placed in a job consistent with the employee's seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

ARTICLE 15 – PROMOTION AND STAFF CHANGES

15.01 Both Parties recognize:

1. The principle of promotion within the service of the Employer,
and
2. That job opportunity should increase in proportion to length of service and required ability.

Therefore, in making staff changes, transfers, or promotions appointment shall be made of the applicant to the job posting (15.02 & 15.03 herein) with the greatest seniority and having the required ability, skill and qualifications.

15.02 When a vacancy occurs or a new position is created, either inside or outside the Bargaining Unit, the Employer shall post notice of the position on the bulletin board for a minimum of one (1) week. The obligation to post notice of a position outside the Bargaining Unit is limited to this (15.02) provision of this Collective Agreement and no other provision of the Collective Agreement applies.

15.03 Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. No decision to fill any vacancy shall be made until present employees who have applied for such position have been given consideration. All job positions shall state; "This position is open to male and female applicants".

15.04 The successful applicant shall be placed on trial for a period not exceeding six (6) months worked. Conditional on satisfactory service, the employee shall be declared permanent after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the former position, wage or salary rate, without loss of seniority.

15.05 Notwithstanding 15.01, consideration for promotion may be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy. Such employee may be given a trial period to qualify within a reasonable length of time and to revert to the former position if the required qualifications are not met within such time.

15.06 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin board. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and termination of employment.

15.07 The Employer shall post notice of any training courses and experimental programs for which employees may be selected. The notice shall contain the following information: type of course (subject and material to be covered), time, duration, and location of the course and basic minimum qualifications required for applicants.

This notice shall be posted for a period of two (2) weeks on the bulletin board in the Department to afford all interested employees an opportunity to apply for such training.

15.08 **Public Works:** The Employer shall maintain an on-the-job training program so that each Employee shall have the opportunity to receive training and increase their proficiency and qualifications to operate equipment in the public works department in accordance with the recommendations as set forth by the Nova Scotia Construction Safety Association. Such opportunities for training shall, subject to operational requirements, be allocated according to the seniority of the Employee.

The Employer shall maintain a list identifying the equipment that each Employee has successfully trained on and is qualified to operate.

All Employees: The Employer shall provide and fund any Employer required training/education/certification for an Employee. Any time spent at such training or education sessions shall be considered time worked. The Employer shall pay for all costs related to registration fees, textbook costs, course fees, etc. Other related costs such as travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

15.09 All employees. The Employer may designate from time to time a Lead Hand position, being a position created during the temporary absence of a Director/Superintendent or other managerial position or a temporary period of being assigned additional responsibilities. The lead hand may be expected to assume the full responsibilities when replacing an absent manager, but shall not have the authority to hire, fire, or discipline Bargaining Unit members.

The Lead Hand position shall remain in the Bargaining Unit. The Lead Hand shall be designated by the Employer and be paid at the wage rate in accordance with terms of the Agreement for the regular position occupied plus an additional fifteen percent (15%) for all hours worked while designated as Lead Hand.

15.10 When an existing job is substantially altered or a new job is to be created, the Town will discuss with the Union the changed job or rate before establishing them. In the event agreement is not reached on the rate, the Union shall have the right to grieve, under Article 11.06 of this Agreement, against such rate, with final referral to a single Arbitrator whose decision will be binding on both Parties. Any adjustments shall be made as of the date the changed rate was first implemented by the Town.

ARTICLE 16 – LAY-OFFS AND RECALLS

16.01 Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of their lay-off, employees shall be laid off in the reverse order of their Bargaining-Unit-wide seniority. The Employer may lay off an employee if the employee is not qualified to do the work required.

16.02 Employees shall be recalled in the order of their seniority. The Employer shall not be required to recall in order of seniority if the person to be recalled is not qualified to do the work available.

16.03 No new employees shall be hired until those laid off have been given an opportunity of recall.

16.04 Employees who are to be laid off shall be notified in accordance with the provisions of the Provincial Labour Standards Code.

ARTICLE 17 – HOURS OF WORK

A Employees in the Town Clerk's Office

B Public Works Employees

17.01 A The Employer agrees that the normal work week shall be five (5) days per week, seven (7) hours per day, constituting a thirty-five (35) hour work week. The normal work day shall be from 8:30a.m. to 4:30p.m., with one (1) hour for lunch.

17.02 A An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of the day.

17.01 B The Employer agrees that the normal work week shall be five (5) days per week, eight (8) hours per day constituting a forty (40) hour work week. The normal work day shall be from 8:00a.m. to 12:00 noon; 1:00p.m. to 5:00p.m. Initially, employees shall be guided by the shift schedule attached hereto and marked as Schedule "B". Notwithstanding, where mutually agreed between the Employer and the employee the lunch period may be shortened to allow the workday to end earlier than 5:00 p.m. Such agreement may be revoked at any time by the Employer and/or the employee.

In the general course of management the Director of Public Works shall have the right to make necessary changes in the shift schedule as may be required from time to time. Wherever possible no changes will be made without mutual agreement of the Parties and any changes in the agreement of the Parties and any changes in the shift schedule shall not be made until after two (2) weeks' notice of such change has been given.

17.02 B An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift in an area made available by the Employer.

17.03 B An employee reporting for work on a regular shift shall be paid the regular rate of pay for the entire period of work, with a minimum of four (4) hours' pay.

17.04 B On the day of each month on which the regular, monthly, special or deferred meeting of the Union is scheduled, work shall cease not later than 6:00p.m., except in the case of emergency.

17.05 B Employees shall be allowed five (5) minutes wash-up time before lunch periods and before quitting time.

17.06 B No employee shall be allowed to work continually in excess of sixteen (16) hours and must have a minimum of four (4) hours off before returning to work.

ARTICLE 18 - OVERTIME

18.01 All time worked before or after the regular work day and the regular work week, or on a holiday shall be considered overtime.

18.02 Overtime worked before or after the regular workday, or any Saturday or Sunday, shall be paid for at the rate of time and one-half and all holidays shall be paid for at a double rate, plus pay for the holiday in accordance with Section 19.01.

18.03 An employee who is called back to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at regular rates or overtime worked **(in accordance with 18.02)**, whichever is greater. Employees shall be called

back to work on a seniority basis, always beginning with the most senior qualified person.

- 18.04** Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate rate of overtime at a time mutually agreed between the employee and the Employer. The maximum accumulation shall be sixty (60) regular hours per year. Any overtime owing shall be paid out prior to December 31st in each year. Any overtime above and beyond sixty (60) hours will be paid out to the employee in the pay period in which it was earned. An employee requesting time off in lieu must provide the Employer with at least two (2) clear working days notice.

ARTICLE 19 - HOLIDAYS

- 19.01** The Employer recognizes the following as paid holidays:

1. New Year's Day
2. Good Friday
3. Easter Monday
4. Queen's Birthday
5. Dominion Day
6. Labour Day
7. Thanksgiving Day
8. Remembrance Day
9. Christmas Day
10. Boxing Day
11. First Monday in August or a Civic Holiday so proclaimed
12. Any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

- 19.02** When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon by the employee and the Chief Administrative Officer in the case of Clerical workers, and the Director of Public Works/Superintendent of Public Works in the case of employees of the Department of Public Works.

- 19.03** Only employees who are currently working shall be entitled to paid holidays.

ARTICLE 20 - VACATIONS

- 20.01** An employee shall receive an annual vacation with pay in accordance with years of employment in the Bargaining Unit as follows:

- (a) prior to one (1) year of employment in accordance with provisions of the Vacation Pay Act;

- (b) after one (1) year of service every employee shall be granted two (2) weeks (10 working days) vacation with pay;
- (c) after three (3) years of service employees shall be granted three (3) weeks (15 working days) vacation with pay;
- (d) after ten (10) years of service employees shall be granted four (4) weeks (20 working days) vacation with pay, and
- (e) after fifteen (15) years of service employees shall be granted five (5) weeks (25 working days) vacation with pay.
- (f) after twenty-five (25) years of service employees shall be granted six (6) weeks' (30 working days) vacation pay.

In case of Public Works Employees only: if the entire vacation is taken during the winter months, i.e. October to April inclusive, then one extra week (5 working days) shall be added to each of the above listed categories.

- 20.02** If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time mutually agreed upon by the Parties.
- 20.03** Vacation pay for each week of vacation shall be at the rate of the current weekly pay. Vacations shall not be paid out for periods of unpaid leaves of absence or lay-off, however, an employee shall be entitled to vacation pay under this Collective Agreement if the employee is absent (up to one year maximum) as a result of pregnancy, parental or adoption leave, illness without sick pay, Worker's Compensation or on L.T.D.
- 20.04** An employee terminating employment at any time during the vacation year, before having taken vacation, shall be entitled to the proportionate payment of salary or wages in lieu of such vacation, prior to termination.
- 20.05** An employee shall be entitled to receive vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.
- 20.06** No employee shall be required to work during their scheduled vacation period. However, should an employee agree to work when requested during their scheduled vacation, the employee shall be paid at time and one-half the regular rate of pay, plus one vacation lieu day off for each day in which work was performed.
- 20.07** Employees, in order of seniority, shall initially select up to three (3) weeks vacation; after which, in order of seniority, employees shall select their remaining vacation period.

- 20.08** Employees who are seasonally laid off and recalled shall be paid two percent (2%) of their gross earnings for each week of entitlement. This shall be paid with each pay in lieu of paid vacation.

ARTICLE 21 – SICK LEAVE PROVISIONS

- 21.01** Sick leave means the period of time an employee is absent, with approval, from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 21.02** Twenty-four (24) days sick leave per year shall be earned by an employee at the rate of two (2) days for every month an employee is employed, to a maximum of one hundred and twenty (120) days.
- For employees hired after the signing of this Collective Agreement, sick leave shall be earned at the rate of one and one half (1.5) days for every month an employee is employed to a maximum of one hundred and twenty (120) days. Employees shall not accumulate sick leave while on lay-off.
- 21.03** The unused portion of an employee's sick leave shall accrue for the employee's future benefits within the maximum prescribed by Article 21.02.
- 21.04** A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.
- 21.05** An employee may be required to authorize the completion of an official Town of Middleton Medical Form to be completed by a medical practitioner for any period of illness in excess of three (3) consecutive working days and/or where there is a repetitive pattern of absenteeism for which the employee is claiming that they are unable to carry out work duties due to illness. An employee may also be required to provide the Employer with documentation confirming his/her fitness to return to work.
- 21.06** An employee with more than one (1) year of service who has exhausted sick leave credits shall be allowed an extension of sick leave to a maximum of five (5) working days. Upon return to duty, the employee shall repay the extension of sick leave in full at the rate of one day per month.
- 21.07** Immediately after the close of each fiscal year, the Employer shall advise each employee in writing of the amount of sick leave accrued to the employee's credit.

- 21.08** When an employee is given leave of absence without pay for any reason, the employee shall not receive sick leave credits for the period of such absence, but shall retain accumulated credit.
- 21.09** Fraudulently applying for and obtaining sick leave shall be cause for immediate discharge.
- 21.10** The Employer agrees that each employee shall be entitled to all sick leave accumulated prior to becoming a member of the Canadian Union of Public Employees.
- 21.11** Where no one other than the employee can provide for the needs during illness of a spouse, including common-law spouse, children or parents, the employee shall be entitled to use a maximum of four (4) accumulated sick leave days per year for this purpose.
- 21.12** The Employer will pay an annual sick leave incentive of up to six hundred dollars (\$600.00) per year for perfect attendance. The bonus shall be paid in installments of three hundred dollars (\$300.00) in September and in March, for perfect attendance during the preceding six (6) months.
- Perfect attendance is defined as not having claimed sick pay for more than one (1) full work day in total in each six -month period.
- Seasonal employees are eligible for this benefit, and a six-month period would begin on the first day at work following a recall.
- 21.13** Medical appointment(s) that cannot be scheduled outside regular working hours shall be paid from accumulated sick leave. Such time shall include actual time at the appointment and the appropriate related travel time. The employee must advise the Employer of such scheduled appointment(s) as soon as possible.

ARTICLE 22 – LEAVE OF ABSENCE AND BEREAVEMENT LEAVE

- 22.01** Employees shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance. The Employer's Negotiating Committee shall be comprised of a maximum of two (2) employees selected by Management, and the Union's Committee shall be comprised of a maximum of two (2) employees selected by the Union. Each Party may have the assistance of additional representatives at the bargaining table.
- 22.02** The Employer agrees to grant a sum total of three (3) days' leave per year with pay to the Bargaining Unit to enable member(s) to attend to the affairs of the Union when delegated by the Union. Any additional leave of absence for this purpose shall be without pay and approved by the Employer.

- 22.03** The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be unreasonably withheld.
- 22.04** When death occurs to a member of the immediate family of an employee covered by this Agreement, hereinafter defined, such employee shall be granted bereavement leave with no loss of regular earnings for a period of seven (7) consecutive days, commencing with the date of the death. Members of the immediate family are the employee's spouse, including common-law spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, including step-parents.
- 22.05** Three (3) days bereavement leave with pay shall be granted to any employee covered by this Agreement for the purpose of attending the funeral of a grandparent, grandchild, sister-in-law, brother-in-law, son-in-law, or daughter-in-law, provided such three (3) days are normal working days. There shall be one (1) day of bereavement leave for the purpose of attending the funeral of an aunt or uncle.
- 22.06** Any such employee while on bereavement leave with pay shall receive the same regular rate of pay from the Town as was in effect for the said employee immediately prior to going on bereavement leave.
- 22.07 (a)** An employee shall be granted two (2) additional days of bereavement leave with pay if a parent, spouse including common-law spouse, or child dies outside the Province (one additional day if death occurs in Cape Breton) and the employee attends the funeral and such additional leave is required for reasonable travel to and from the funeral.
- (b)** If a death occurs as outlined in Articles 22.04 and 22.05 during scheduled vacation, bereavement leave shall be substituted and vacation shall be rescheduled at a later mutually agreed date.
- 22.08** The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror in any court or who is required by subpoena to attend a court of law. The Employer shall pay such employee the difference between regular earnings and the payment received for jury service or witness fees. The employee will present to the Employer proof of service and the amount received.
- 22.09** The Employer shall pay the cost of an academic or technical course for an employee if the course is approved and requested by the Employer.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCE

23.01 The Employer shall pay salaries and wages bi-weekly 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 wages, overtime and other supplementary pay and deductions. The Employer reserves the right to deduct any monies owing from pay and any monies that are owing and not deducted shall be deemed to be debt recoverable.

23.02 When an employee is temporarily assigned by the Employer or designate to perform the principle duties of a higher paying Bargaining Unit position, the employee shall receive the rate for that position while so acting. This shall apply only when the assignment is for at least one (1) full day.

When an employee is temporarily appointed by the Employer to perform the principle duties of a position outside the Bargaining Unit, the employee shall receive the rate of pay for such position or a premium fifteen percent (15%) over the employee’s regular hourly rate, which ever is greater.

When an employee is so temporarily appointed, his/her hours of work shall be the same as the normal hours designated for the position to which he/she is assigned.

The employee shall be deemed to be covered by this Collective Agreement, with the exception of wages, hours of work and overtime.

23.03 When an employee is temporarily appointed to a position paying a lower rate, the employee’s rate shall not be reduced. Excepting, if an employee is assigned duties of, or is transferred to a Parks Labourer position, to perform duties on a regular or part-time basis, the employee shall receive the rate of pay for the Parks Labourer position.

Temporary assignments, or regular part time assignments, where special skills or knowledge are required to operate equipment or to repair or maintain a component of a plant operation or assistance to ready facilities for special events, shall be exempted from the wage reduction.

23.04 With a minimum of four (4) weeks written notice prior to commencement of vacation, an employee shall receive any pay that would normally be paid during a vacation period in advance of their vacation commencement.

23.05 Public Works Employees only. When an employee is advised that the employee is ‘on call’, that is, immediately available by telephone contact when not scheduled to work, the employee shall be paid straight time wages in accordance with the following schedule:

Monday to Friday, inclusive	2 hours pay per day
Saturday and Sunday	4 hours pay per day
Holidays listed in Article 19	4 hours pay per day

All hours actually worked by an "on call" employee shall be paid at overtime rates and in lieu of 'on call' time in accordance with Article 18, Overtime, of this Agreement. An employee may leave work and return home when the work has been completed for which the employee was called. On call duty shall, where practicable, be equally divided among the qualified employees.

If an employee works pre-approved scheduled hours while on call, he shall be paid straight time wages in accordance with the above schedule in Article 23.05 and, in addition, shall be paid overtime rates for actual time worked in accordance with Article 18.

On call assignments and pre-approved scheduled hours shall be distributed as equitably as possible amongst qualified employees.

23.06 The Employer shall supply the "on call" employee with a pager for contact. If an employee who is "on call" fails to respond to a pager call, necessitating another employee being called out, the first employee shall not receive standby pay for that "on call" period.

ARTICLE 24 – EMPLOYEE BENEFITS

24.01 Effective date of signing, all eligible employees shall be enrolled in the Multi-Sector Pension Plan. The Employer shall contribute 4% for all eligible earnings for each enrolled employee and the employee shall contribute 4% of eligible earnings.

Additionally, each employee shall contribute 2% and the Employer shall contribute a matching 2% to the Defined Contribution Pension Plan. Employees shall be permitted to make additional contributions to the Defined Contribution Pension Plan in accordance with the Terms of the Plan. Any additional contributions are not matched by the Employer.

Note: Enrolment to occur in as reasonable time period as practical. Overtime shall be considered 'eligible earnings'.

24.02 The Employer shall pay one-half the cost of the existing plans now in effect with the Town of Middleton, i.e.:

- 1.** Life Insurance & Extended Health Care Insurance
- 2.** Pension – Mutual Life.
- 3.** Dental Plan – UNSM Program (Option 1)
- 4.** Employee Assistance Program

24.03 In addition to provisions in Article 24.02, as recognition of length of service, the Employer agrees to cost share in the Life and Extended Health Care Plan for all employees who have completed five (5) years of service at the rate of sixty-five percent (65%).

24.04 When an employee covered by this Agreement is absent from work by reason of incapacity due to an accident occurring while on duty for the Employer, and an award is made by the Workers' Compensation Board of Nova Scotia, such employee shall receive full pay for their position with the Town for a maximum of one hundred and twenty (120) working days, conditional on full reimbursement to the Town by employee payments received from the Workers' Compensation Board for the period covered by the Town, subject to any restrictions as may be enacted by the Province from time to time that may limit this provision.

24.05 An employee who retires in accordance with the pension plan or who is forced to retire due to ill health, shall be granted a retirement allowance on retirement equivalent to:

- a) the sum of **\$500.00** if the employee has been employed for ten (10) years, together with:
- b) the sum of \$150.00 per year for each additional year of employment.

24.06 Subject to provision(s) of the Plan(s), the Employer agrees:

To pay its share of pension contributions for up to one (1) year for employees who are not actively at work if such absence is the result of Workers' Compensation, L.T.D., pregnancy, parental or adoption leave, in the event of unpaid illness, or time off from work to provide care for ailing parents, and provided that the employee continues to pay the employee's share of pension contributions;

To pay its share of medical, dental and E.A.P. benefit plan premiums for up to one (1) year from date of approval of the claim, provided the employee continues to pay the employee's share of premiums, if such absence is the result of Workers' Compensation, L.T.D., pregnancy, parental or adoption leave or in the event of unpaid illness; and

To pay its share of pension, medical, dental and E.A.P. benefit plan premiums for up to four (4) months, on behalf of laid off employees who are expected to be recalled, provided the employee continues to pay the employee's share.

ARTICLE 25 – SAFETY AND HEALTH

25.01 The Union, the Employer and the employees shall cooperate in improving rules and practices which will provide adequate protection to employees engaged in hazardous work. Employees with bona fide safety concerns shall provide them to their immediate Supervisor and to a member of the Joint Occupational Health and Safety Committee.

25.02 Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing.

- 25.03** No employee shall be disciplined for refusal to work on a job or to operate equipment which is found or deemed to be unsafe in accordance with the Nova Scotia Occupational Health and Safety Act.
- 25.04** The Employer and the Union shall be notified of each accident or injury and shall investigate as soon as possible on the nature and cause of the accident or injury.
- 25.05** An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at the regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.
- 25.06** A first aid kit shall be supplied by the Employer to each mobile unit of employees and in other appropriate locations of the Employer.

ARTICLE 26 – UNIFORMS AND CLOTHING ALLOWANCE - Public Works Department

- 26.01** The Employer shall supply the following clothing to employees as required and upon the return of old items if requested:

Hip rubber boots	Rubber boots (safety)
Rubber raincoat	Safety boots or shoes
Rubber gloves	Coveralls
Work gloves	Personal Protective Clothing

ARTICLE 27 – GENERAL CONDITIONS

- 27.01** 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.
- 27.02** 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 tool.
- 27.03** Unnecessary breakage, abuse or misuse of tools and equipment, etc. – just cause for disciplinary action.
- 27.04** The Parties hereto agree that during the term of this Agreement, there shall be no strikes of any kind whatsoever, work stoppages, or slowdown, interruptions, or interference with normal activities of the Employer or any concerted activity for any reason by any employee or the Union. Neither shall the Employer cause a lockout of its employees during the term of this Agreement.

ARTICLE 28 – TERM OF AGREEMENT

- 28.01** The Agreement shall be binding and remain in effect from **November 1, 2013 to December 31, 2016** and shall continue from year to year thereafter, unless either Party gives to the other Party notice in writing at least ninety (90) days prior to March 31st in any year that it desires its termination or amendment.
- 28.02** Either Party desiring to propose changes to this agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other Party. Within twenty (20) working days of receipt of notice by one Party, the other Party is required to enter into negotiations for a new agreement.
- 28.03** Wage changes in the new Agreement shall be adjusted retroactively unless otherwise specified.

ARTICLE 29 – BENEFIT AND BINDING

- 29.01** This Agreement shall remain in full force and effect until such time as a new agreement has been entered into.
- 29.02** Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context so requires.
- 29.03** The determination of successorship obligations shall be made by the Labour Relations Board if required. The Town will undertake or attempt to have a successor honour the terms of this Collective Agreement.

ARTICLE 30 - SIGNATORIES

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, on this ____ day of _____, 2014.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

S. Spauldy
Witness

THE TOWN OF MIDDLETON

PER Calvin Eddy

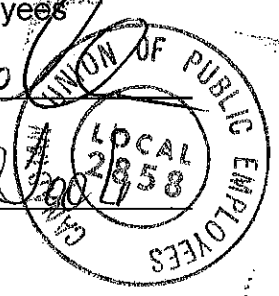
PER Rachel L. Turner

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2858
Clerical Employees and
Public Works Employees

Marianni Daini
Witness

PER [Signature]

PER Krista [Signature]



SCHEDULE "A"
SALARIES AND WAGES – NOVEMBER 1, 2013

Classification	Level 1 0-3 Yrs Service	Level 2 4-9 Yrs Service	Level 3 10-15 Yrs Service	Level 4 16-20 Yrs Service	Level 5 21 Yrs Service
Accounting Clerk	34863	35975	37088	38201	39313
Executive Assistant/ Planning Coordinator	35397	36526	37656	38786	39915
Receptionist/Billing Clerk	32838	33886	34934	35982	37030
Administrative Assistant (Recreation and Community Services)	32302	33333	34364	35395	36426
Water Treatment Plant Operator/Water Sewer Technician	19.89	20.53	21.16	21.79	22.43
Working Foreperson	21.61	22.30	22.99	23.68	24.37
Equipment Operator/ Labourer	17.88	18.45	19.02	19.59	20.16

Incumbents' placement in salary level shall be based on years of service with the Town, using anniversary date of employment as change date.

New hires shall start at Level 1 for their position.

Each position incumbent shall provide guidance and work direction (in their area of responsibility) to those employees junior to their position.

In the unavailability of their Supervisor, the most senior incumbent at a job site shall be responsible to assign duties from job list, or assign short-term work to junior positions/part-time/casual and student workers, pending management direction being available.

The most senior incumbent on a job site shall provide documentation and information as requested by their Supervisor/or by the Accounting Office.

SCHEDULE "A"
SALARIES AND WAGES – JANUARY 1, 2015

Classification	Hire	Level 1 After 2 Years	Level 2 After 5 Years	Level 3 After 8 Years	Level 4 After 11 Years
Accounting Clerk	35211	36335	37459	38583	39706
Executive Assistant/ Planning Coordinator	35751	36892	38033	39174	40315
Receptionist/Billing Clerk	33166	34225	35283	36342	37400
Administrative Assistant (Recreation and Community Services)	32625	33666	34708	35749	36790
Water Treatment Plant Operator/Water Sewer Technician	20.09	20.73	21.37	22.01	22.65
Working Foreperson	21.83	22.52	23.22	23.92	24.61
Equipment Operator/ Labourer	18.06	18.63	19.21	19.79	20.36

Incumbents' placement in salary level shall be based on years of service with the Town, using anniversary date of employment as change date.

New hires shall start at Level 1 for their position.

Each position incumbent shall provide guidance and work direction (in their area of responsibility) to those employees junior to their position.

In the unavailability of their Supervisor, the most senior incumbent at a job site shall be responsible to assign duties from job list, or assign short-term work to junior positions/part-time/casual and student workers, pending management direction being available.

The most senior incumbent on a job site shall provide documentation and information as requested by their Supervisor/or by the Accounting Office.

SCHEDULE "A"
SALARIES AND WAGES – JANUARY 1, 2016

Classification	Hire	Level 1 After 2 Years	Level 2 After 5 Years	Level 3 After 8 Years	Level 4 After 11 Years
Accounting Clerk	35916	37062	38208	39354	40501
Executive Assistant/ Planning Coordinator	36466	37629	38793	39957	41121
Receptionist/Billing Clerk	33830	34909	35989	37069	38148
Administrative Assistant (Recreation and Community Services)	33278	34340	35402	36464	37526
Water Treatment Plant Operator/Water Sewer Technician	20.49	21.15	21.80	22.45	23.11
Working Foreperson	22.26	22.97	23.68	24.39	25.11
Equipment Operator/ Labourer	18.42	19.01	19.59	20.18	20.77

Incumbents' placement in salary level shall be based on years of service with the Town, using anniversary date of employment as change date.

New hires shall start at Level 1 for their position.

Each position incumbent shall provide guidance and work direction (in their area of responsibility) to those employees junior to their position.

In the unavailability of their Supervisor, the most senior incumbent at a job site shall be responsible to assign duties from job list, or assign short-term work to junior positions/part-time/casual and student workers, pending management direction being available.

The most senior incumbent on a job site shall provide documentation and information as requested by their Supervisor/or by the Accounting Office.

SCHEDULE 'B'

WORK SCHEDULE – TOWN OF MIDDLETON

PUBLIC WORKS EMPLOYEES

The work schedule shall be a five (5) day week, Monday to Friday, weekend standby duty rotating to conform with the contract.