

TOWN OF TRENTON  
AND  
CANADIAN UNION OF  
PUBLIC EMPLOYEES  
LOCAL 281

COLLECTIVE AGREEMENT

April 1, 2021 – March 31, 2025

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THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BETWEEN: TOWN OF TRENTON, NOVA SCOTIA, hereinafter  
referred to as the "EMPLOYER",

Party of the First Part

AND: CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 281, herein after referred to as the "UNION"

Party of the Second Part

### **ARTICLE 1 - PREAMBLE**

1.01 Whereas it is the desire of both parties to this Agreement:

- 1) To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well being and security of all employees in the bargaining unit of the Union.

1.02 And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement:

AND THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### **ARTICLE 2 - DEFINITIONS**

2.01 'Agreement' means this Collective Agreement between the Town of Trenton and the Canadian Union of Public Employees, Local 281.

2.02 'Regular Full-Time Employee' means an employee who occupies a permanent position within the bargaining unit and who works a regular and pre-scheduled shift as set out in Article 13.

2.03 "Part Time" employee means an employee who occupies a permanent position within the bargaining unit and who works a regular and pre-scheduled shift as set out in Article 13 but less than the Full time employee.

2.04 'Seasonal Employee' means an employee hired by the Town for short term work (no more than 8 months consecutive employment) shall be referred to as "seasonal employees". Seasonal employees shall earn seniority on a prorated basis. The prorating of seniority shall be done by dividing the number of hours worked within one year, into 2080 hours (full time hours).

The benefits of the collective agreement shall apply to Seasonal employees, unless otherwise noted. Their eligibility of joining the medical and dental plan shall be dictated by the text of the plan

2.05 'Student' means and bona fide high school, college or university student who is employed in any calendar year for a period not exceeding one hundred and twenty (120) days. Students shall not be employed while regular full time employees on layoff are willing to perform the work otherwise to be offered to such students.

2.06 'Seniority' is defined as the length of service in the bargaining unit and shall include service in the Town prior to the certification and recognition of the Union. Seniority shall be used in the determining the preference or priority for promotion, transfer, call out, overtime, demotion, layoff, permanent reduction of the work force and recall as set out in other provisions of this Agreement.

2.07 Classifications:

The Town and the Union agree that all employees in the Bargaining Unit shall be assigned a classification based on their primary functional duties. For this purpose, the classifications will be:

- Heavy Duty Operator (01)
- Light Equipment Operator (02)
- Labourer

(a) Employees operating the following shall be assigned to the Heavy equipment Operator's (01) classification:

- Backhoe
- Loader
- Grader
- Excavator
- Any vehicle requiring a class 3, or higher, Drivers license
- Water Treatment Plant Operator
- Tapping or Repairing Water and Sewer Mains
- Overseeing Concrete or Bricklaying

- (b) Employees operating the following or performing the following duties shall be assigned to the Light Equipment Operator's (02) classification:
- Small Roller
  - All Trucks (except above)
  - Sidewalk Plow
  - Bushcutter Tractor
  - Water Treatment Plant Operator (an Operator In Training only)
  - Pool Operator
  - Zamboni Operator
  - Rink Plant Operator
- (c) All other employees will be assigned to the Labourer classification.

It is agreed that as of the effective date of this contract, those employees currently in the Public Works Department will be assigned to the 01 classification and all current Rink and Park employees will be assigned to the 02 classification

Any employees added to the workforce following the signing date of this contract will be assigned to the classification set out in the posting for the new or vacant position.

The Employer agrees to provide employees in the 02 and labourer classifications, training to become qualified in the higher classification

#### 2.08 Lead hand

The Lead hand position is responsible for leading, directing and motivating a team of Operators, Labourers and Seasonal Employees in a safe and effective operations of the Town's water and sewer systems, transportation systems, trails and parks, properties and the Rink. The Lead hand reports daily to the Superintendent of Public Works.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union recognizes that it is the exclusive right of the Town to control and direct the workforce, to maintain order and efficiency, and to hire, classify, promote, transfer, demote, layoff, and discipline, suspend or discharge employees for just cause. The Employer has the right to manage its undertaking in all respects in accordance with its obligations and responsibilities, including the making and amending of rules and regulations to be observed by Employees.

## **ARTICLE 4 - RECOGNITION AND NEGOTIATIONS**

- 4.01 The Employer, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees, Local 281, as the sole collective Bargaining Unit, consisting of those employees of the Town of Trenton, Nova Scotia, as described in Article 3.01, excluding Police Officers, Foremen and those excluded by Section 2 of the Trade Union Act, and hereby consent and agrees to negotiate with the Union, or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.
- 4.02 (a) Persons whose regular job are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, experimenting, or in emergencies when regular employees are not available.
- (b) The Employer may hire workers (e.g. students and/or other workers) to fill positions that result from job creation programs/projects, in accordance with Article 4.02(a).
- (c) So long as all regular employees are in receipt of full time employment, the Town may hire students for purposes of grass cutting and litter pick-up; etc.
- (d) Students shall not be used for overtime work.
- 4.03 No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this contract.
- 4.04 In respect of employees covered by this Agreement, the Employer shall not recognize during the life of this agreement any other bargaining agent in respect of any matters herein dealt with.

## **ARTICLE 5 - NO DISCRIMINATION**

- 5.01 The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge, or otherwise by reason of age; race; colour; religion; creed; sex; sexual orientation; physical disability or mental disability; an irrational fear of contracting an illness or disease; ethnic, national or aboriginal origin; family status; marital status; source of income; political belief, affiliation or activity; the employee's association with another individual or class of individuals having characteristics referred to above; or by reason of the employee's membership in a labour union; or by reason of any other

characteristic covered by the Nova Scotia Human Rights Act with respect to discrimination of Employees.

#### **ARTICLE 6 - UNION SECURITY**

6.01 All employees covered by this Agreement, 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. The Union shall be the sole judge of the good standing of its members.

#### **ARTICLE 7 - CHECK OFF OF UNION DUES**

7.01 The Employer agrees to deduct from every employee, on receipt of an authorization signed by the employee, any monthly dues or assessments levied, in accordance with the Union's by-laws, and owing by him to the Union.

7.02 Deductions shall be made from the payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15<sup>th</sup> of the month following, accompanied by a list of all employees from whose wages the deductions have been made.

7.03 (a) Seasonal employees in the Public Works Department shall become members of the Union after working two hundred and forty (240) hours in a four (4) month period.

(b) Seasonal employees in the Parks Maintenance Department shall become members of the Union after working nine hundred and sixty (960) hours in a twelve-month (12) period.

7.04 Employees hired for special projects (e.g. infrastructure or work not ordinarily performed by the bargaining unit) shall be exempt from this requirement and will not be entitled to receive union wages or benefits.

#### **ARTICLE 8 - THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

8.01 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in Articles 6 and 7, dealing with Union Security and Dues Check-Off.

## **ARTICLE 9 – MANAGEMENT-LABOUR RELATIONS**

9.01 For the efficiency of the service, it is agreed by both parties to this Agreement that a Management-Labour Relations Committee be set up. This Committee shall meet at least twice every year. The parties shall supply to the other any agenda items of what they wish to discuss at such meeting. The Committee shall consist of three (3) non-union persons appointed by the Employer and three (3) members of the Executive of the Local Union which also includes two (2) Town of Trenton members. The chair shall alternate, from meeting to meeting, between a chosen Employer chair and a chosen union chair. The Town shall take minutes of each meeting. Minutes from all meetings shall be provided to the committee members no more than two (2) weeks after the meeting.

## **ARTICLE 10 - SENIORITY AND PROMOTIONS**

10.01 If the Town Council increases the staff, employees shall be considered, provided they possess the necessary qualifications and ability and are otherwise fit and suitable therefore.

10.02 (a) When a person is needed to fill a position within the working force of the Public Works Department, other than that of labour classification, the Town may engage a new employee having the qualifications for such position, if it is not possible to obtain a presently qualified person from within the present working force.

(b) In order to give employees the opportunity of becoming qualified for higher classifications, the Town agrees to select employees from time to time deemed to be suitable for training and to train them. While being trained, and until such time as trainees are certified by the Town's Chief Administrative Officer to be qualified for a higher classification, their hourly rate of pay will remain the rate paid immediately previous to their selection as trainees.

(c) The Union shall have the right to make formal representations on behalf of any employee before certification is granted, as referred to in (b) above.

(d) When a person is needed to fill a unionized position in the Bargaining Unit, other employees in the Bargaining Unit shall be given preference provided they are senior and deemed to be qualified.

10.03 (a) If the number of staff in the Bargaining Unit is reduced, employees shall be laid off, in reverse order of seniority, unless because of qualifications a more senior employee would need to be laid off in order to keep a qualified workforce.

(b) The Employer shall maintain a Seniority List for the Bargaining Unit showing for each Employee listed thereon:

- (i) Name
- (ii) Classification
- (iii) Bargaining Unit Seniority Date
- (iv) Seniority Number

(c) The Employer shall publish Seniority Lists which are to be updated annually on June 30<sup>th</sup>. A copy of the Seniority list shall be posted on all bulletin boards showing information updated to May 31<sup>st</sup> of that year and showing the current date when posted. The lists shall be open for correction for a period of thirty (30) calendar days from the date of posting, upon an Employee or a representative of the Union presenting proof of an error.

10.04 Any Bargaining Unit employees on seasonal layoff shall be considered for casual employment, during the off season, provided the employee is senior and qualified to perform the work required.

10.05 If the employer increases the size of the Bargaining Unit, any employees on layoff from the classification of employee being increased shall, if available, be re-called to work in accordance with the seniority list.

#### 10.06 Role of Seniority and Promotions, Transfers and Staff Changes

(a) Both parties recognize the principle of promotion within the service of the Town and that job opportunities should increase in proportion to length of service. Therefore, in making changes, transfers or promotions within a department of the Bargaining Unit, the appointment shall be made of the employee-applicant with the greatest seniority who has the required qualifications in accordance with the clause "Information in postings". Appointments from within the Bargaining Unit shall be made within six (6) weeks of the posting.

(b) If a permanent position becomes temporarily vacant, for more than a three (3) month period, it shall be posted, both internally and externally, and filled in accordance with this Article. All inside applications shall be processed before the Employer offers the position outside of the bargaining unit

#### 10.07 Training Provided by Employer

The Employer will pay for Employees driver's license upgrade on renewal. The cost will be the difference going from Class 5 to Class 3 and Air Brakes Endorsement as recommended and approved by Employer.

10.08 The determination of the employee's qualifications rests exclusively with the Town's Chief Administrative Officer.

- 10.09 Any employee denied promotion shall receive reason for denial upon request therefore.
- 10.10 A newly hired employee shall be on probation for a period of six (6) months from the date of hiring. Conditional upon satisfactory service, the employee shall be declared permanent after the probationary period of six (6) months.
- 10.11 An employee promoted to a higher classification shall be on probation for a period of three (3) months from the date of promotion.
- 10.12 In the event the promoted employee proves unsatisfactory in the position during the probationary period or if the employee finds themselves unable to perform the duties of the new position, the promoted employee shall be returned to their former position, wage or salary rate without loss of seniority.
- 10.13 Renewal of License  
When an Employee is required to renew their Class 3 license as a requirement of their employment the Employer will reimburse the cost of the license with an official receipt.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

- 11.01 The Employer acknowledges the right to the Union to appoint or otherwise select a Grievance Committee of two (2) members who shall be employees of the employer and one (1) member of the Local Executive.
- 11.02 Should a dispute arise between the Employer and any employee(s) regarding the interpretation, meaning, operation or application of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated or should any dispute arise, an earnest effort shall be made to settle the dispute in the following matter:

### **STEP 1**

If the Shop Steward of the Union considers the grievance to be justified, the employee(s) concerned together with the Steward or member of the Grievance Committee shall, within seven (7) working days from the date of occurrence, first seek to settle the dispute with the Director of Public Works or their designate.

### **STEP 2**

Failing satisfactory settlement within seven (7) working days after the dispute was submitted under Step 1, the employee(s) concerned together with the Grievance Committee will submit to the Chief Administrative Officer a written statement of particulars of the complaint and the redress sought. The Chief Administrative Officer shall tender their decision within four (4) working days after receipt of such notice, except when extenuating circumstances exist but in any event no longer than 15 working days.

### STEP 3

Failing a satisfactory settlement at Step 2, the grievance may be submitted to arbitration within seven (7) working days.

- 11.03 Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, Step 1 of the grievance procedure may be bypassed. It is the intention of the parties that the procedure provided for under this paragraph shall be reserved for grievances of a general nature and that it shall not be used to bypass the regular grievance procedure provided for employees.
- 11.04 Replies to grievances shall be in writing at all stages.
- 11.05 The employer shall supply the necessary facilities for the grievance meetings.
- 11.06 The Town agrees that the Shop Steward shall not be hindered, coerced, retrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting grievances as provided in this Article. The Union recognizes that each Steward is employed full-time by the Town and that they will not leave their work during working hours to deal with Union matters except to investigate disputes and present grievances as provided herein without obtaining the permission of his supervisor.
- 11.07 An employee shall have the right to have their Steward present at any discussions with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall, where possible, notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward to be present at the interview.
- 11.08 An employee shall have the right to have reasonable access (by appointment) and review their personnel record. The CAO or their designate must be present. Any employee shall have the right to make copies of any pertinent material contained in their personnel record.

### ARTICLE 12 – ARBITRATION / MEDIATION

- 12.01 When either Party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other Party. The Parties shall within fourteen (14) days agree upon a sole arbitrator/ mediator who shall hear the Parties and render a decision. If the Parties fail to agree upon an Arbitrator within the fourteen (14) days, the Party requesting the arbitration shall make the request to the Minister of Labour with a copy given to the other Party.
- 12.02 If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a Chair within fourteen (14) days, the appointment shall be made by the Minister of Labour upon the request of either party.

12.03 Where both parties agree, a single arbitrator may be appointed in lieu of the Arbitration Board. If the two parties fail to agree upon the arbitrator within fourteen (14) days, the appointment shall be made by the Minister of Labour upon the request of either party.

12.04 No person shall be selected as a member of an Arbitration Board who:

- (i) is acting or has within a period of six (6) months preceding the date of their appointment, acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties.
- (ii) has any pecuniary interest in the matters referred to the Board.

12.05 The Arbitrator may determine their own procedure but shall give full opportunity to both Parties to present evidence and make representations.

12.06 The decision of the Arbitrator shall be final and binding on both Parties.

12.07 Each party shall pay:

- (i) The fees and expenses of the arbitrator it appoints
- (ii) One-half (1/2) the fees and expenses of the Arbitrator

12.08 The time limits fixed in both the grievance and arbitration procedure may be extended by consent in writing, of the parties to this Agreement.

### **ARTICLE 13- HOURS OF WORK, OVERTIME AND HOLIDAYS**

13.01 (a) The normal hours of work for employees in the 01, 02 and Labourer classifications working in the Public Works Department shall be eight hours per day, five days per week, constituting a forty hour week and shall be from 8:00 A.M. to 4:00 P.M., Monday through Friday inclusive, with a ten (10) minute break in the morning thirty (30) minutes off for lunch and ten (10) minute break in the afternoon provided that the timing of the breaks and lunch may be adjusted with the approval of or at the direction of the Superintendent of Public Works.

(b) Hours of work can be changed by mutual agreement between the Union and Employer.

(c) (i) Employees in the 02 and labourer classifications working in the Recreation Department or at the Rink, shall be required to maintain a schedule posted a minimum of three (3) months. This schedule may require eight (8) to twelve (12) hours per day from Sunday to Saturday with at least one (1) twenty-four (24) hour period off every seven (7) days. Employees in the 02

and labourer classifications working in Recreation Department or at the Rink, shall be entitled to a ten (10) minute break in the morning, thirty (30) minutes off for lunch, and a ten (10) minute break in the afternoon provided that the timing of the breaks and lunch may be adjusted with the approval of or at the direction of the appropriate Manager or Director. If an Employee is scheduled for a 12 hour shift they shall be provided a second period of 30 minutes for a meal.

The above noted Employees shall be paid for eighty (80) hours bi-weekly, understanding that due to twelve (12) hour shifts, there will be a smoothing of hours over a fifty-two (52) week period. For clarification, some pay periods the number of hours may be more or less than eighty (80). More hours does not constitute overtime and if less hours worked, the employee(s) shall be paid for eighty (80) hours.

- (ii) Section 13.01(c)(i) above shall apply to seasonal employees in the 02 classification. 02 seasonal employees may be required to work four (4) to twelve (12) hours per day.
- (d) (i) It is understood that the Employer agrees to post a 3 (three) month schedule but has the ability to change it based on operational requirements. If such changes need to occur, the affected employee(s) will be given a minimum of 2 weeks' notice of the change. If the notice is not given, all changed shift(s) shall be paid at the overtime rate.
- (ii) In setting the schedule the Town will provide all regular full-time employees in Parks and Recreation will have one full weekend (Saturday and Sunday) off in a five-week cycle as long as it is operationally feasible.
- (iii) It is further understood, that if the schedule change is for HOURS only, (start and end times) overtime will only be paid for the hours "outside" of what WAS regularly scheduled.

For example: if the regular schedule was for noon to midnight and the Employer changed the schedule to be from 8am-8pm. Overtime shall be paid from 8am-noon.

- (iv) If the change in time of the scheduled hours is mutually agreed, there shall be no additional cost to the Employer.

- (e) Employees shall be paid time and one-half (1-1/2) for work performed in excess of their regularly scheduled eight (8) hour, ten 10 hour or twelve (12) hour shifts.
- 13.02 (a) Overtime and call-back time shall be distributed by seniority among those employees in the department in which the work arises, who are willing and qualified to perform the work that is available. The employer shall have the option of assigning over time and call-back work.
- Firstly, to the department in which the work arises by seniority
  - Secondly, by seniority, to an employee outside the department who is qualified, but in the department in which the work arises
- (b) An Employee called out for emergency work outside of the employee's regular hours from Monday through Saturday shall be paid for a minimum of four (4) hours pay at a rate of time and one-half (1-1/2) the employee's regular rate.
- (c) An Employee called out for emergency work after regular hours on a Sunday shall be paid for a minimum of four (4) hours at a rate of double time (2X) the employee's regular rate.
- (d) An Employee called out for emergency work on a Holiday for which he is already being paid shall be paid for a minimum of four (4) hours at the rate of double time (2X) the employee's regular rate.
- (e) Employees shall be allowed to bank and replenish up to (80) eighty hours of lieu time to be taken off in hours consistent with the number of hours of the shift they are replacing. Employees wanting to book time off in lieu shall give the Employer a minimum of seven (7) days/one (1) weeks' notice. It is understood that in case of emergencies the Employer may grant the use of lieu time off if operationally possible.
- 13.03 For safety reasons, an employee may not work more than sixteen (16) hours in a day, or any 24-hour period, except in an emergency. An Employee shall have an 8-hour rest period, after working sixteen (16) hours. The eight (8) hours shall begin as soon as the employee reaches the sixteenth (16<sup>th</sup>) hour. Four (4) hours of the 8-hour break shall be paid at the employee's regular rate (straight time).

All applicable employees must comply with the commercial Vehicle Drivers' Hours of service Regulations as per the Motor Vehicle Act of Nova Scotia R.S.N.S. 1989, c.293.

13.04 The parties agree that there shall be no split shifts.

13.05 For the purpose of the above, the following shall be considered as Holidays:

New Year's Day	Victoria Day	Thanksgiving Day
Heritage Day	Canada Day	Remembrance Day
Good Friday	First Monday in August	Christmas Day
Easter Monday	Labour Day	Boxing Day
National Day for Truth and Reconciliation		

and any other Holiday proclaimed by the Federal, Provincial or Municipal Government that is applicable in this workplace.

For the aforementioned Holidays, employees shall be paid at the regular hourly rate provided they were actively at work on the last scheduled working day before the Holiday and on the first scheduled working day after the Holiday. An employee will be excused for being absent on his qualifying day or days if such absence was for one of the following reasons:

- (i) off sick with a Doctor's certificate;
- (ii) or on an approved leave as per the Collective Agreement.

#### 13.06 Meal Allowance

Where circumstances do not allow for an employee to return home for a meal during overtime, that at the request of the employer, a food voucher will be provided in each instance to a value of twenty-five dollars (\$25.00). The Town acknowledges that if an employee has to go to New Glasgow to get a meal if nothing is available in Trenton, the employee can do so.

To qualify, employees must work in excess of two (2) hours overtime following the end of a regular shift or four (4) hours in any event.

#### 13.07 Time Off in Lieu of Overtime

Where there is mutual agreement, and at the request of the employee, the employer agrees to grant time off in lieu of overtime at the appropriate overtime rate.

## **ARTICLE 14 - TEMPORARY TRANSFERS**

14.01 Employees required temporarily to perform duties in a higher rated position shall receive the higher rate while occupying such a position. Employees required to perform duties in a lower rated position shall not have their rates reduced.

## **ARTICLE 15 - VACATIONS**

15.01 The Town agrees to grant vacations with pay to employees covered by this Agreement according to the following scale:

After 1 year's continuous service	2 weeks' vacation
After 4 years' continuous service	3 weeks' vacation
After 10 years' continuous service	4 weeks' vacation
After 15 years' continuous service	5 weeks' vacation
After 20 years' continuous service	6 weeks' vacation

Vacations must be taken in the year in which they become due. In such circumstances; employees with unused vacation entitlements (due to mutually agreed upon deviation of the vacation schedule) will be notified on October 15 of the total number of days remaining. The employee will be given notice they have until October 31 to schedule the unused vacation credits before December 31. Any unused vacation credits left will be rescheduled or paid out.

Employees entitled to 4, 5 or 6 weeks' vacation in any year shall be permitted to take more than three (3) consecutive weeks only upon the approval of the Chief Administrative Officer, whose decision shall be final and not subject for grievance.

Seasonal Employees shall receive vacation pay on their pay as a percentage based on their accumulated years of service. For the purpose of this Article, one year's service is equal to 2080 hours paid to the employee. Vacation pay shall be paid at the rate of 2% for each week of entitlement.

15.02 Qualifying period for vacations shall be from January 1<sup>st</sup> to December 31<sup>st</sup>, inclusive, in any year. Preference for vacations shall be granted insofar as possible between the 1<sup>st</sup> of June and 30<sup>th</sup> of September of each year.

15.03 The regular vacation pay in any year shall be calculated for an employee on their total earnings as noted on the T-4 Slip for the previous calendar year.

Employees entitled to two (2) weeks will be paid four percent (4%) of their previous year's earnings. Employees entitled to three (3) weeks will be paid six percent (6%) of their previous year's earnings. Employees entitled to four (4) weeks shall be paid eight percent (8%) of their previous year's earnings. Employees entitled to five (5) weeks shall be paid ten percent (10%) of their

previous year's earnings. Employees entitled to six (6) weeks shall be paid twelve percent (12%) of their previous year's earnings.

- 15.04 If the employee leaves the service of the Town of his own accord, is laid off, or is dismissed for cause when an unused period of vacation with pay stands to his credit, he shall be paid the amount due him in lieu of vacation earned on a pro-rata basis.
- 15.05 No later than March 1<sup>st</sup> each year, the Town shall post a vacation calendar on which all employees shall have until April 15<sup>th</sup> to note their vacation preference. To ensure the employees are aware of their scheduled work days and updated shifts, schedules must be posted by March 1<sup>st</sup> for all employees.
- 15.06 The Town, in scheduling vacations, will make all reasonable efforts to meet the wishes of the employees, consistent with maintaining its workforce and programs.
- 15.06 Vacation schedules shall be posted by the 31<sup>st</sup> of May of each year and shall not be changed unless mutually agreed by the employee and the Town.

#### **ARTICLE 16 - LEAVE OF ABSENCE**

- 16.01 The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer or with respect to a grievance. They shall suffer no loss of pay for the time spent in negotiations for up to a total of two (2) shifts for each of two (2) employees and shall suffer no loss of pay for the time spent with respect to a grievance.
- 16.02 Leave of absence without pay and without loss of seniority shall be granted, upon written request to the Employer, to employees elected or appointed to represent the Union at Union Conventions. Such written request shall be made at least seven (7) days prior to the Convention. Such time shall not exceed a total of fifteen (15) working days in any one year. The Town will continue the employee on payroll and bill CUPE, Local 281 for wages and a percentage for benefits. CUPE, Local 281 shall pay that invoice within thirty (30) calendar days.

#### **16.03 Bereavement Leave**

In the event of the death of a member of the employee's immediate family, the employee shall be entitled to five (5) working days off with pay. Immediate family shall be deemed to include father, mother, current spouse (including common-law), brother, sister, son, daughter, grandparent, grandchild, current father-in-law, current mother-in-law, current son-in-law, current daughter-in-law, current sister-in-law, current brother-in-law, step-son, step-daughter, step-brother, step-sister, half sister, half brother and half sister.

On the death of any other relative, former or fellow employees, and close friends, employees shall be granted time off work to attend the funeral.

Employees shall be granted a one-half (1/2) day without loss of pay to attend a funeral as pallbearer.

Depending on specific individual circumstances, the Chief Administrative Officer may authorize a longer period of leave with pay.

#### 16.04 Sick Leave

The Town will provide protection for its employees against loss of income sustained because of illness. Sick Leave is intended to protect an employee against undue financial loss in the event of a short-term illness. Sick Leave benefits will be paid only for periods when the employee would normally be scheduled to work. The employee is required to advise their supervisor, that they are unable to work, prior to the commencement of their scheduled work shift or regular working day.

#### 16.05 Accumulation of Sick Leave

(a) Employees employed as of June 10, 2011 shall accumulate sick leave credits at the rate of one and one-half (1-1/2) days for each month worked to a maximum total of one hundred fifty-five (155) working days. Days of sick leave used shall be deducted from sick leave credits. For greater certainty, these employees are identified in Appendix "B", attached to this Agreement.

Employees hired after June 10, 2011 shall accumulate sick leave credits at a rate of one and one-half days for each month worked to a maximum of one hundred twenty (120) working days. Day of sick leave shall be deducted from sick leave credits.

Nothing contained in this sick leave article shall be construed in any way as grounds for an employee to take time off with pay, except for a bona fide sickness or injury. Any abuse of this Article shall be considered grounds for discipline up to and including dismissal.

(b) The Employer agrees to allow up to five (5) days during the year to be used as personal days. The days when used will be deducted from their accumulated sick leave bank. The Employee shall give the Employer as much advance notice as possible of their intention to use a personal day. It is understood that these five (5) days are not in addition to the accumulated sick leave.

#### 16.06 Proof of Illness

A doctor's certificate or Health Care Professional Certificate (nurse practitioner, physiotherapist, and massage therapist) may be required for sick leave absences greater than three (3) days. The doctor's statement, with the employee's consent, should outline the general nature of the employee's illness along with a functional ability report after a serious illness or accident and an indication of when they may return to work. An employee returning to work after an illness may be required to be examined by a physician and present a physician's statement substantiating that they are able to return to work. The employee will pay 50% of doctors note and 50% of the function ability assessment report should a charge be incurred.

#### 16.07 Sick Leave Records

Sick leave records will be maintained by the Town Office by the Chief Administrative Officer or their designate. Immediately after the close of each calendar year, the employer shall advise each employee in writing of the amount of sick leave accrued to their credit.

#### 16.08 Payment for Unused Sick Leave on Termination of Employment

Employees employed in the bargaining unit on June 10, 2011 are entitled to payment for unused sick leave on termination of employment. If an employee is terminated and it has been proven that that termination was for just cause, this article has no application. The value of accrued sick leave shall be calculated based on the rate of pay for the classification held by the employee immediately prior to termination of employment. At the employee's request (and if it is legally possible and does not cost the Town), the payment may be made to an RRSP in the employee's name. If the employee has passed away, the payment can be made to the employee's estate. For greater certainty, the employees entitled to this payout are identified in Appendix "B", attached to this Agreement.

#### 16.09 Workers' Compensation - Pay Supplement

- a) An Employee prevented from performing their regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation Act shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and the rate of pay of their classification. Pending a settlement of the insurable claim, the Employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustment.

#### Continuation of Pay

- b) In order for the Employee to continue to receive their regular salary, the Employer shall top-up the amount of the WCB compensation to the amount

of the Employee's regular salary by deducting the necessary number of hours from their sick bank. The top-up of WCB compensation through the use of the sick bank hours shall continue until the WCB compensation ends or the sick bank is exhausted (whichever comes first).

- c) The Employer will pay to the employee the employee's full wages or salary on the day of the injury.
- d) The Employer will continue its contribution to group benefit plans, including medical and pension, providing the employee submits their contribution no later than the 10<sup>th</sup> of each month during which the employee is absent from work, as a result of injury on duty. The employee must pay their share of the benefit premium to the Employer by the 10<sup>th</sup> of each month they are absent from work. Failure to pay the premiums will cause the benefits to be terminated and the employer will not be held responsible for any problems with re-enrollment.
- e) Where an employee has returned to work after being absent for injury on duty, and where the absence due to injury on duty was for two (2) days or less after the day of injury, the Employer shall pay the employee's full wages or salary for the period in which the employee was unable to work as a result of the employee's injury on duty. Time paid will be deducted from the employee's accumulated sick leave.

#### 16.10 Protection During Pregnancy

Pregnancy Leave shall be considered as a right. Accordingly, no Employee shall be laid off or otherwise adversely affected in her employment because of pregnancy. The Employer shall not deny the pregnant Employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child in the written opinion of the pregnant Employee's attending physician, the Employee shall be entitled to transfer to another position, provided, that in the sole judgment of the Employer they are capable of performing the work and is otherwise entitled thereto by virtue of seniority. The Employee shall provide four (4) weeks written notice to the Employer prior to commencement of Pregnancy Leave. If the Employee cannot give the four (4) weeks' notice of leave because the baby is born early or because of a medical condition, then the employee must give as much notice as possible.

#### 16.11 Length Of Pregnancy Leave

Pregnancy leave shall cover a period as stated in the Nova Scotia Labour Standards Code. R.S., c. 246, s. 1. Where a doctor's certificate is provided, stating that a longer period of pregnancy leave is required for health reasons, an extension up to a maximum of six (6) months shall be allowed. The Employee shall provide four (4) weeks written notice to the Employer prior to

commencement of Pregnancy Leave. If the Employee cannot give the four (4) weeks' notice of leave because the baby is born early or because of a medical condition, then the employee must give as much notice as possible.

#### **16.12 Seniority Status During Pregnancy Leave**

While on pregnancy leave of up to 16 weeks or longer as per legal entitlement, an employee shall retain their full employment status rights and shall accumulate seniority.

#### **16.13 Benefits During Pregnancy Leave**

(a) While on pregnancy leave of up to 16 weeks or longer, as per legal entitlement, the Employee shall be able to continue benefits by paying the Employee and Employer shares of premiums in respect of any hospital, medical, dental, disability and group insurance program in which the employee participates pursuant to the Collective Agreement.

(b) An employee on pregnancy leave, up to 16 weeks or longer as per legal entitlement, continues to earn vacation for the pregnancy leave period.

#### **16.14 Procedure Upon Return From Pregnancy Leave**

(a) On return from Pregnancy Leave, the Employee shall be placed at least in their former position. If the former position no longer exists, they shall be placed in a position at the same rate of pay.

(b) An employee may end pregnancy or parental leave earlier than planned provided they give at least four (4) weeks of written notice of the date they intend to return to work.

(c) An employee who does not intend to return to work after the leave ends, is required to provide written notice at least two weeks before the scheduled date of their return.

#### **16.15 Parental Leave**

An Employee shall be allowed unpaid parental leave in addition to Pregnancy leave of sixteen weeks for a combined total seventy-seven (77) weeks. The Employee will inform the Employer at least four (4) weeks before the desired leave of absence, which may be before and/or after the birth. If the Employee cannot give the four (4) weeks' notice because of an unexpected adoption placement, then the employee must give as much notice as possible. While on parental leave, an Employee shall retain their full employment status.

#### **16.16 Seniority Status During Parental Leave**

While on Parental Leave, an Employee shall retain their full employment status and shall accumulate seniority.

#### **16.17 Benefits During Parental Leave**

While on Parent Leave, the Employee shall be able to continue benefits by paying the Employee and Employer share of premiums in respect of any hospital, medical, dental, disability and group insurance program in the which the Employee participates pursuant to the Collective Agreement.

#### **16.18 Adoption Leave**

Where an Employee seeks leave due to adoption the foregoing provisions of parental leave shall apply and shall be available to an adoptive mother or father.

### **ARTICLE 17 – PENSION PLAN**

17.01 Effective date of signing of this Agreement, The Town and each employee shall contribute 6% of the employees' wages to the plan.

### **ARTICLE 18 – MEDICAL AND DENTAL BENEFITS**

18.01 (a) Regular Employees shall join the Town's medical plan, subject to the terms and conditions for plan eligibility set out by the plan. Seasonal Employees, if deemed eligible by the plan, may continue coverage under the plan during the lay-off period. Seasonal Employees shall be responsible for one hundred percent (100%) of the benefit premiums during periods of lay-off with the payment of the benefit premiums being due by the 10<sup>th</sup> day of each month. The Employer shall provide the Seasonal Employee with confirmation of the amount of benefit premiums that are due and payable. The employee must pay their share of the benefit premium to the Employer, by the 10<sup>th</sup> of each month they are absent from work. Failure to pay the premiums will cause the benefits to be terminated and the employer will not be held responsible for any problems with re-enrollment.

(b) Employees may be exempt from joining the Employer plan if they can provide sufficient proof of coverage by a spousal plan.

18.02 Regular Employees may join the Town's Dental plan, subject to the terms and conditions for plan eligibility set out by the plan. Seasonal Employees, if deemed eligible by the plan, may continue coverage under the plan during the lay-off period. Seasonal Employees shall be responsible for one hundred percent (100%) of the benefit premiums during periods of lay-off with the payment of the benefit premiums being due by the 10<sup>th</sup> day of each month. The Employer shall

provide the Seasonal Employee with confirmation of the amount of benefit premiums that are due and payable. The employee must pay their share of the benefit premium to the Employer, by the 10<sup>th</sup> of each month they are absent from work. Failure to pay the premiums will cause the benefits to be terminated and the employer will not be held responsible for any problems with re-enrollment.

#### **ARTICLE 19 - PAYMENT OF WAGES**

- 19.01 The Town agrees to pay and the Union agrees to accept the scale of wage rates attached to this Agreement as Appendix "A".
- 19.02 Pay day shall be every second Thursday. Pay stubs shall be issued to employees in sealed envelopes.
- 19.03 The Employer shall provide the balance of all Accrued Benefits in employee banks (ie: Sick time, Overtime, etc.) to each employee, in writing, on at least a quarterly basis.

#### **ARTICLE 20 - PROTECTIVE CLOTHING**

- 20.01 The employer agrees to supply, when required, to all employees, protective clothing and safety equipment without cost to the employees as outlined in Appendix "C" to this collective agreement.

During periods of lay-off, clothing supplied to Parks Maintenance staff, by the town, must be turned in and stored in the employee's locker until recalled.

#### **ARTICLE 21 - JOB CLASSIFICATION**

- 21.01 The rate of pay for any position not covered by Appendix "A" which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and rate of pay of the job in question, such dispute shall be submitted to negotiation and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.
- 21.02 If an employee disagrees with the classification that they are assigned, they shall first discuss the concern with their immediate supervisor. If no satisfactory resolve is achieved. Article 11 (Grievance Procedure) and Article 12 (Arbitration/Mediation) shall be applied

## **ARTICLE 22 – HEALTH AND SAFETY**

- 22.01 (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, illness and injury. The Employer agrees to abide by the Nova Scotia Occupational Health and Safety Act and Regulations as well as other applicable Federal or Municipal Regulations.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee at least one (1) representative selected or appointed by the Union from among the bargaining unit employees.
- (c) Any representative appointed or selected in accordance with (b) shall serve a term of one (1) calendar year from date of appointment which may be renewed for further periods of one (1) year. The representative's time spent attending meetings of the Joint Occupational Health and Safety Committee in accordance with the foregoing shall be deemed to be work time for which the representative shall be paid by the Employer at their regular rate of pay.
- (d) An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a Doctor states that the employee is fit for further work on that shift.
- (e) Transportation to the nearest physician or hospital for employee(s) requiring medical care as a result of an accident shall be at the expense of the Employer.
- (f) First aid facilities shall be provided to all employees.

## **ARTICLE 23 - GENERAL**

- 23.01 Proper accommodation shall be provided for employees to have their meals and keep their clothes.
- 23.02 The Employer shall provide a space for Bulletin Boards in all shops upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- 23.03 All rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

23.04 The record of an Employee shall not be used against them at any time after twenty-four months (24) following the discipline except where incidents of the same or similar nature as that for which the previous discipline occurred.

23.05 The Employer will provide Laundry Services/Washer & Dryer for heavy soiled clothing for Employee use.

**ARTICLE 24 - TERM OF AGREEMENT**

24.01 This agreement shall be binding and remain in effect from April 1, 2021 to March 31, 2025 and shall continue to remain in effect from year to year unless either party gives written notice to the other party of their desire to amend this agreement or negotiate a new agreement. Such notice must be given at least sixty (60) days prior to March 31, 2025.

**ARTICLE 25 - RETROACTIVE PAY FOR TERMINATED EMPLOYEES**




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

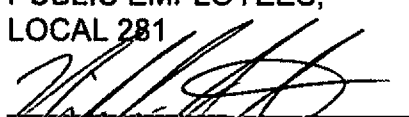


DATED at the Town of Trenton, NS, THIS 5<sup>th</sup> DAY OF May, 2023 A.D.

SIGNED ON BEHALF OF:

TOWN OF TRENTON

CANADIAN UNION OF  
PUBLIC EMPLOYEES,  
LOCAL 281

  
\_\_\_\_\_  
MAYOR  
  
\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER  
  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
PRESIDENT  
  
\_\_\_\_\_  
SHOP STEWARD  
  
\_\_\_\_\_  
WITNESS

**APPENDIX "A"  
WAGES**

<b>Classification</b>	<b>Current Rate as at March 31, 2021</b>	<b>Impact 2021-2022 – 3%</b>	<b>Impact 2022-2023 – 5%</b>	<b>Impact 2023-2024 – 3%</b>	<b>Impact 2024-2025 – 3%</b>
01 Operator	24.12	24.84	26.09	26.87	27.67
02 Operator	23.44	24.14	25.35	26.11	26.89
Laborer (new-hires)	18.36	18.91	19.86	20.45	21.07

- Water Treatment Plant Operator rates 01 and 02 are subject to additional yearly increases. Employees holding Nova Scotia Department of Environment Certification Levels will be compensated for each Level successfully completed with an additional \$0.25 per hour.
- Refrigeration ticket for rink operation will be compensated with an additional \$1.20 per hour above the 02 hourly rate.
- Provincial Ticket Holder responsible for the operations of the Pool will be compensated with an additional \$1.20 per hour above the 02 hourly rate for duties related to the operation of the Pool.

**LEAD HAND PREMIUM** – One dollar and fifty cents (\$1.50) per hour at forty (40) hours per week.

**ACTING LEAD HAND PREMIUM** – When a fulltime employee assumes a lead hand role; the employee will receive a premium of one dollar and fifty cents (\$1.50) per hour at actual hours worked.

When the designated employee is away from work for any reason (a full working day) the premium and duties will fall to most senior employee on the seniority list who has the qualifications.

**WATER TREATMENT PLANT**

**Water Treatment Plant Operator 1**

Must possess a Nova Scotia Department of Environment Certificate to operate all equipment in the Water Treatment Plant. Duties under the direction of the Water Treatment Plant Supervisor include checking the booster station, lab work and all well house pumping stations. Must be able to make independent judgement on these

stations as well as analyze the daily readings from problem areas. Must adjust chemical doses and perform scheduled duties in the Water Treatment Plant as directed by the supervisor. Must be able to take necessary training to meet changing regulations required for this classification. Must possess a Nova Scotia Department of Environment Water Treatment Class 1 and Water Distribution Class 1 designation.

#### Water Treatment Plant Operator 2

Must possess a Nova Scotia Department of Environment Certificate to operate all equipment in the Water Treatment Plant. Duties under the direction of the Water Treatment Plant Supervisor include maintenance duties, lab work, etc. Must possess strong mechanical aptitude and computer skills as well as excellent troubleshooting skills. Must be able to make independent judgement on these stations as well as analyze the daily readings from problem areas. Must adjust chemical doses and perform scheduled duties in the Water Treatment Plant as directed by the supervisor. Must be willing to take ongoing training to stay current in operating requirements of the Plant. Must possess a Nova Scotia Department of Environment Water Treatment Class 2 and Water Distribution Class 2 designation.

#### After Hours Monitoring and Plant Control Schedule

- a) All water treatment plant operators shall be available for standby duties and the Town will pay a Water Treatment Plant Operator employee on standby, except for emergency call outs as defined or approved in advance by the Director of Water Works, for the responsibility and duty to operate and maintain the Water Treatment System outside of-normal working hours and to be available and called out for emergency work as follows:
  - i) one (1) hour per standby day Monday to Friday at the straight time classification rate for the employee to standby; and
  - ii) four (4) hours for each standby Saturday at time and one-half (1.5) the classification rate for the employee; and
  - iii) four (4) hours for Sunday and each standby holiday at double time the classification rate for the employee.
- b) New plant personnel, in all classes, shall undergo a period of plant training and operating experience.

- (c) Standby shall be for a period of 7 days (Tuesday 8:00AM to Tuesday 8:00AM), subject to the Town's right to review in twelve (12) months.

**APPENDIX "B"**  
**SICK LEAVE BANK HOURS**

List of eligible employees employed on June 10, 2011 and their accumulated sick leave as of May 1, 2023:

<b>EMPLOYEE</b>
Wayne Allain

## **Appendix "C"** **PROTECTIVE CLOTHING**

The Employer agrees to supply:

### **FULL TIME EMPLOYEES:**

- Safety Vest
- Safety Glasses
- Hard Hat
- Hearing Protection
- Gloves (fabric/leather and rubber)
- Rain Jacket
- Rain Pants
- Protective Coveralls – Legal Stripes
- Winter Coat
- Safety Boots with Safety Toes – Regular plus rubber if required by nature of job functions

### **SEASONAL EMPLOYEES:**

- Safety Vest
- Safety Glasses
- Hard Hat
- Hearing Protection
- Gloves (fabric/Leather and rubber)
- Rain Jacket
- Rain Pants
- Protective Coveralls--Legal Stripes
- Winter coat (depending on season worked)
- Safety boots with safety toes – regular plus rubber if required by nature of job functions.

### **SEASONAL EMPLOYEES**

- Safety Vest
- Safety Glasses
- Hard Hat
- Hearing Protection
- Gloves (fabric/Leather and rubber)
- Protective Coveralls-- Legal Stripes
- Any other protective clothing deemed to be need for the assigned task that is being preformed

Protective clothing will ordinarily be replaced on a two (2) year cycle for full time employees and on a three (3) year cycle for seasonal employees (or more frequently where clothing items are damaged or unsuitable due to work related

damage or wear). Protective clothing will be purchased by the employer or, with approval, by the employee from an approved vendor to a maximum amount agreed by the employer.