

# Collective Agreement

between the

Municipality of the County of Cumberland



and the

Canadian Union of Public Employees Local 919



Effective November 1, 2023 to March 31, 2027

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# Collective Agreement

between the

Municipality of the County of Cumberland



and the

Canadian Union of Public Employees Local 919

**CUPE**

Effective November 1, 2023 to March 31, 2027

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CPA  
S. M. M.  
MAY.

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BETWEEN THE: **CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL UNION 919**  
(hereinafter referred to as the "Union")

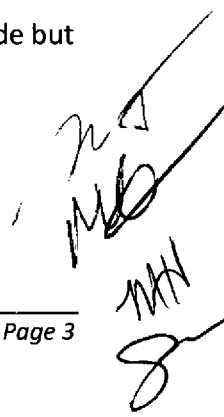
Party of the First Part

AND THE: **MUNICIPALITY OF THE COUNTY OF CUMBERLAND,  
NOVA SCOTIA**  
(hereinafter referred to as the "Employer")

Party of the Second Part

### DEFINITIONS

- (a) Employee means any person employed in a classification as listed in Schedule "A" and permanently assigned to a building or facility of the Employer located in Springhill.
- (b) A Regular Full-Time Employee means any person employed to work the normal work week as established in Article 15 of this Collective Agreement.
- (c) A Seasonal Employee means any person employed to meet seasonal changes in the Employer's demand or supply of labour. A Seasonal Employee may work either full-time or part-time hours. A Seasonal Employee shall be entitled to the benefits of this Collective Agreement on a pro-rated basis.
- (d) A Casual Employee is a person who is not regularly scheduled but who is called in by the Employer on an as-needed basis.
- (e) Wherever the singular or plural is used in this Agreement, it shall be considered as meaning singular or plural as the context so requires.
- (f) Community Centre means the Dr. Carson and Marion Murray Community Centre.
- (g) Shift Preference means employees may choose the selection of a slot within a scheduled rotation.
- (h) Rotation means a series of shifts scheduled over a period of a month which may include but are not limited to a morning shift or an afternoon shift.
- (i) Slot means an assigned position in the rotation.



**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 discussions and 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 the Employees in the bargaining unit of the Union.
- 5) to promote a healthy and safe work environment for the Employees and to prevent occupational illness and injury.

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.

1.03 Now, therefore, the Parties agree as follows:

**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:

- 1) Maintain order, discipline and efficiency.
- 2) Hire, discharge, suspend, direct, classify, re-classify, transfer, assign work, promote and demote, or otherwise discipline any employee covered by this Agreement. A claim that an employee has been discharged, suspended, disciplined or demoted without just cause may be the subject of a grievance and dealt with under the provisions of Article 12 herein. The Union and the employees also acknowledge that it is the function of the Employer to operate and manage its business in all respects, in accordance with its commitments and responsibilities. All rights, functions, powers, privileges and authority with regard to the management and operation of Public Works and the Community Centre shall be subject to the provisions of this Collective Agreement.

2.02 Without restricting the generality of the foregoing, immediately discipline up to and including discharge any employee covered by this Agreement who is found guilty of any of the following offences:

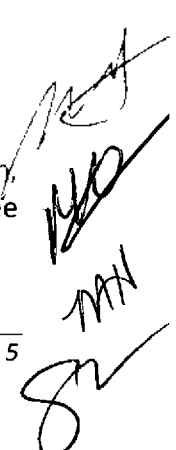
- (a) consuming intoxicating liquor or non-medical use of drugs during working hours, reporting for work or being at work in an intoxicated condition;
- (b) falsely claiming or reporting illness;
- (c) stealing, giving away or appropriating to their use or that of another person, any money, supplies, materials, or other property of value belonging to the Employer. Whether property is of value or not is to be determined by the Employer;
- (d) refusing to obey a legitimate order from Management; or being absent from work for five (5) or more consecutive working days without notifying the Employer.

### ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment for Employees as defined herein.
- 3.02 The negotiating committee shall consist of **three (3)** members of the Union. Time spent in scheduled negotiations with the Employer shall be paid by the Employer to a maximum of three (3) scheduled shifts per employee.
- 3.03 Persons whose regular jobs 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.
- 3.04 No Employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.
- 3.05 In respect of Employees covered by this Agreement, the Employer shall not recognize during the currency of this Agreement any other bargaining agent in respect of any matters herein dealt with.

### ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee



in any matter covered by the *Human Rights Act* by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, **gender identity, gender expression**, nor by reason of their membership in a labour union.

#### ARTICLE 5 - UNION SECURITY

5.01 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. All future Employees of the Employer shall, as a condition of continued employment, become members in good standing in the Union **after completing thirty (30) regularly scheduled shifts.**

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

6.01 The Employer will deduct union dues, initiation fees, and assessments as set by the Union from each pay of all employees covered by this Collective Agreement.

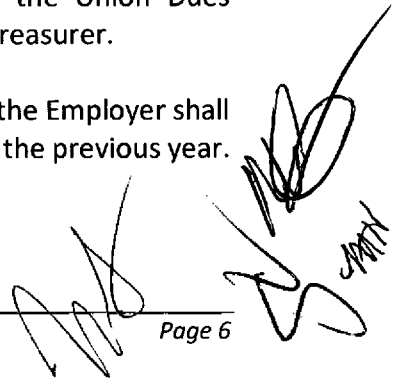
Such deductions will be forwarded to the National Secretary Treasurer of the Canadian Union of Public Employees no later than the 20<sup>th</sup> day of the month following the one in which they were deducted. Address to forward dues:

Canadian Union of Public Employees, National Secretary Treasurer,  
1375 St. Laurent Blvd., Ottawa, ON K1G 0Z7

#### Dues Supporting Documentation

Along with deductions, the Employer will provide:

- (a) A completed Union dues remittance form, supplied by the Union, and
- (b) An electronic spreadsheet indicating the pay period covered by the deductions and the following information for all employees from whose wages the deductions have been made: name, address, employment status (such as full-time, part-time, seasonal temporary, casual), classified/job title, regular earnings, hours worked, and dues deducted. The Employer will also send a copy of the Union Dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.
- (c) At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each union member in the previous year.





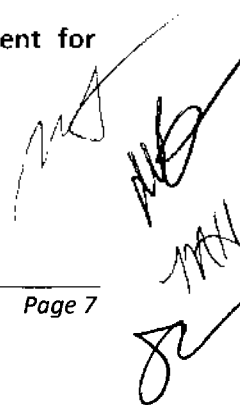
## ARTICLE 7 - THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

- 7.01 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 5 and 6 dealing with Union Security and Dues Check-Off.
- 7.02 New Employees shall be presented with a copy of the Agreement and a copy of benefit plans as possessed by the Employer on commencement of employment.

## ARTICLE 8 - MANAGEMENT-LABOUR RELATIONS

### 8.01 Management-Labour Relations Committee

- (a) The Employer and Union agree to establish a Management-Labour Relations Committee. This committee shall consist of no more than four (4) representatives from the Union and no more than four (4) representatives from the Employer.
- (b) The names of the persons appointed to this Committee shall be communicated to each other within one (1) month after the signing of this Agreement.
- (c) A **Chair** shall be selected at the first meeting from among the members, and the **Chair** shall serve as such for one (1) year and shall preside at all meetings and provide each member of the Committee within seven (7) days' notice of all meetings along with an Agenda for each meeting.
- (d) The Management/Labour Committee shall meet every (3) three months, unless otherwise mutually agreed.
- (e) A Secretary shall be supplied by the Employer or Union and shall be permitted to attend such meetings for the purpose of taking minutes. After the Secretary has prepared the minutes, they shall be circulated to all members of the Committee.
- (f) **The role of the Management Labour Relations Committee shall be as follows:**
- **To identify opportunities to improve work relations between Management and the Union;**
  - **To consider issues affecting the employees on a global basis only;**
  - **To facilitate open discussions and an optimum working environment for Management and the Union;**



- To deal with matters relating to the interpretation of language in the Collective Agreement, but in no case will the Committee deal with an individual grievance.
- To review and discuss Employer policies.

(g) Attendance at these meetings shall be with pay.

#### 8.02 Health & Safety Committee

Both the Union and Employer recognize and agree to the importance of maintaining a safe working environment that promotes an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors and conditions that could be averse to employee health and safety.

To promote and ensure a safe working environment throughout the duration of this contract and beyond, both the Employees and the Employer commit to compliance with the Nova Scotia *Occupational Health and Safety Act* and the General Regulations made pursuant to the *Occupational Health and Safety Act*. In addition, both the Employees and the Employer commit to following all other relevant federal, provincial and municipal health and safety policies, guidelines and regulations known to them and to the extent that it is reasonably possible to do so, otherwise, work will cease until an alternative method can be determined to permit the work to be conducted or completed safely.

To ensure all Employees are aware of and have access to the *Act* and Regulations and as required by the *Act*, copies will be maintained on the Health and Safety Boards at the main Public Works Garage, the Water Treatment Plant, the Waste Water Treatment Plant, the Community Centre, and the Springhill **Administrative** Centre. Copies will also be made available by the Employer should an Employee request a copy of the *Act* or Regulations.

The Employer and the Union also jointly agree to actively participate in the operation and functioning of the Joint Occupational Health and Safety Committee to ensure the Committee complies with all the requirements and responsibilities as mandated in the *Occupational Health and Safety Act*. Committee representation and frequency of meetings shall be set out in the Committee's terms of reference and will meet at least the minimum requirements under the *Act*.

**ARTICLE 9 - SENIORITY**

- 9.01 (a) Seniority shall mean the length of service with the Employer and shall be on a Bargaining-unit-wide basis. Seniority shall be a determining factor in layoffs, rehiring, transfers, promotions, demotions, recall, reduction of work force, provided that the senior Employee has the required qualifications for the job. Seniority shall also be the determining factor for the selection of vacation periods and shift preference.
- (b) The Parties agree that for the purpose of seniority, vacation days with pay, sick leave days with pay, paid holidays, all approved leaves under this Agreement, workers' compensation, and LTD be included when calculating length of service in (a) above.
- 9.02 There shall be two (2) seniority lists, one for Public Works Employees and one for the Community Centre Employees. The Employer shall prepare an up-to-date seniority list for each department showing the name, classification and date of hire for all employees. Each updated list shall be posted on all bulletin boards in April of each year. The Local President will also be provided copies.
- 9.03 The Union shall confirm that the lists are correct. In the event of an error, the Union shall notify the Employer, in writing, within ten (10) days of receiving the list. If no notice of errors is given, the list shall be considered correct. If the Parties cannot agree on the proper calculation of seniority, the matter can be grieved pursuant to Article 12.
- 9.04 Seasonal and Casual Employees will accumulate seniority credits on a pro-rated basis.

9.05 **Transfer and Seniority Outside the Bargaining Unit**

No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee is transferred to a position outside of the Bargaining Unit, they shall retain their seniority accumulated up to the date of leaving the Unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the Bargaining Unit during their trial period which shall be a maximum of six (6) months.

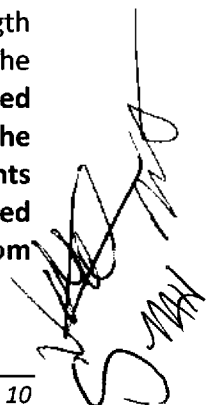
If an employee returns to the Bargaining Unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

## ARTICLE 10 - LAY-OFFS AND REHIRINGS

- 10.01 Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of lay-off, Employees shall be laid off in the reverse order of their seniority providing they are qualified to do the work.
- 10.02 No new Employees will be hired until those laid off have been given an opportunity of re-employment provided that the laid-off employee is qualified to perform the available job. A part-time or seasonal employee shall lose all rights of re-employment after they have been continuously laid off for a period of two (2) years.
- 10.03 The Employer shall notify Employees who are laid off five (5) days before the lay-off is to be effective. If the Employee laid off has not had the opportunity to work five (5) full days after notice of lay-off, they shall be paid in lieu of work for that part of five (5) days during which work was not made available.

## ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

- 11.01 Ten (10) days prior to filling any staff change or promotion covered by the terms of this Agreement, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, shops and on all bulletin boards for a minimum of five (5) working days in order that all members will know about the position and be able to make written application therefore. Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, shift, and wage and salary rate or range.
- 11.02 **The Employer can advertise any Bargaining Unit job vacancies in the workplace and externally at the same time but will give preference to candidates from the Bargaining Unit first.**
- 11.03 (a) If the successful applicant to a job posting is a new member to the Bargaining unit, they shall be placed on probation for a period of six (6) months. The probationary period may be extended to a maximum of a further (3) three months with mutual agreement of the Employer and the Union.
- (b) Both Parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes appointment shall be made of the applicant senior in the service and having the required qualifications. **The posted position shall be first offered to the senior qualified applicant from the department from which the vacancy exists and if there are no qualified applicants from that department, then the position will be offered to the senior qualified applicant from the other department. If there are no qualified applicants from**

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**either seniority list, the Employer may consider applicants from outside the Bargaining Unit.**

- (c) Notwithstanding any other provision of this Agreement, an Employee who has completed their probationary period and is transferred or appointed to a different position shall be on a trial period for a period of sixty (60) days of actual work from the date of transfer or appointment.
- (d) If the Employer determines at any time during the trial period that a transferred Employee is not suitable for ongoing employment in the position, or the Employee decides to not stay in the new position, either party shall provide the other with fourteen (14) calendar days' notice and the Employee shall be returned to the Employee's former position without loss of seniority or benefits; and any other Employee who was transferred or promoted because of any rearrangement of positions and is affected by an Employee being reassigned to their original position shall be returned to the Employee's former position without loss of seniority or benefits.
- (e) Should the Employee in a trial or probationary period be in a position that requires certification that extends past the periods outlined above in this article, the periods may be extended by mutual consent of all parties.

11.04 The Union shall be notified of all appointments, hirings, lay-offs, re-hirings and termination of employment.

11.05 Employees covered by the Collective Agreement who are unable to perform all or part of their regular duties will be accommodated as required by the Nova Scotia *Human Rights Act*.

11.06 When a position covered by this Agreement becomes temporarily vacant by reason of vacation, sick leave, compassionate leave, jury duty or injury, the Employer may fill the temporary position, if necessary, by temporarily assigning an Employee covered by this Agreement, provided that such Employee has the necessary qualifications as determined by the Employer.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

12.01 The Employer acknowledges the right of the Union to appoint, or otherwise select a Grievance Committee of three (3) members who shall be Employees of the Employer. The membership of the Committee shall be communicated to the Employer.

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12.02 Should a dispute arise between the Employer and any Employee(s) regarding interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitral; or where an allegation is made that this Agreement has been violated; or should any other dispute arise; an earnest effort shall be made to settle the dispute in the following manner:

STEP 1 Should an employee have a grievance; the matter shall be informally discussed with the employee's immediate supervisor in an attempt to resolve the matter.

Failing such resolution, the employee may file a formal grievance through the Union in accordance with the following provisions. All formal grievances shall be submitted and answered in written form and shall include details of the alleged grievance, clause(s) allegedly violated, and redress sought. The Employee shall have the right to have one (1) Union Steward or one (1) member of the Union Grievance Committee present during any formal grievance meetings.

STEP 2 The Grievance may be submitted to the relevant Director, or their designated alternate, within ten (10) **working** days of the occurrence of the initial event giving rise to the grievance. The relevant Director, or their designated alternate, shall reply within **ten (10)** working days from the date of receipt of the grievance.

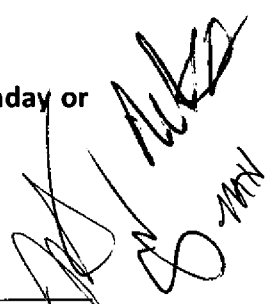
STEP 3 Failing satisfactory settlement at Step 2, the Employee may, within **ten (10)** working days of receipt of the reply of the relevant Director or their designated alternate, forward the grievance to the Chief Administrative Officer, or their designated alternate. The Chief Administrative Officer, or their designated alternate, shall reply within **ten (10)** working days of the date of receipt of the grievance.

12.03 The Union may bring a Grievance in its own name provided that the subject matter of the Grievance is on behalf of a group of employees or deals with the interpretation or meaning of this Agreement. Such Grievances shall begin at Step 2.

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

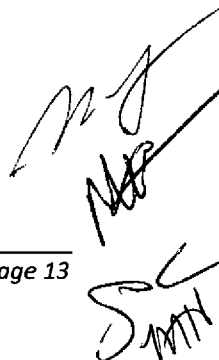
12.05 The Employer shall supply the necessary facilities for the grievance meetings.

12.06 **For the purposes of this article, a working day is any day except Saturday, Sunday or holiday expressly identified in this collective agreement.**



**ARTICLE 13 - ARBITRATION**

- 13.01 **If a grievance has not been resolved through the grievance process or otherwise, either party may refer to the matter to arbitration within ten (10) working days of the final step in the grievance process set out above. The party wanting to refer the grievance to arbitration shall advise the other party of its intent and suggest an arbitrator. The other party has ten (10) working days to agree or suggest another arbitrator.** If the Union and Employer do not agree on the appointment of the arbitrator within ten (10) working days of the request for arbitration being submitted the request shall be made to the Minister of Labour, **Skills and Immigration** to make the appointment. The request to the Minister can be made by either party.
- 13.02 No person shall be selected as an Arbitrator who:
- 1) 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.
  - 2) has any pecuniary interest in the matters referred to them.
- 13.03 The Arbitrator may determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations to it.
- 13.04 The decision of the Arbitrator shall be final and binding on all parties, but in no event shall the Arbitrator have the power to alter, modify or amend the Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator to reconvene.
- 13.05 **The Arbitrator shall have the power to modify or set aside any penalty imposed by the Employer relating to the disciplinary measures imposed, but shall not have the power to add to or modify the terms of this Agreement.**
- 13.06 Each Party shall pay one-half (1/2) the fees and expenses of the Arbitrator.
- 13.07 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the Parties to this Agreement.
- 13.08 **For the purposes of this article, a working day is any day except Saturday, Sunday or holiday expressly identified in this collective agreement.**

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**ARTICLE 14 - DISCIPLINE AND DISCHARGE CASES**

14.01 Employees who have completed their probationary period may be dismissed, but only for just cause and only upon the authority of the Employer. The responsible Supervisor or Director may suspend an Employee, but shall immediately report such action to the Employer. Such Employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal.

14.02 Just cause shall not include the refusal of an Employee to cross the picket line of a legal strike.

14.03 An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

14.04 **Discipline**

(a) **Right to have a Steward Present**

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, or in the event that no Steward is available, a CUPE National Representative, to be present at the interview.

(b) Upon giving reasonable notice to the Employer, an employee shall have the right at any time to have access to review and make copies of anything placed in their personnel file that was not there the last time the file was checked.

14.05 The disciplinary record of an employee shall not be used against them at any time after twenty (20) months following the last date of the occurrence that gave rise to the disciplinary action, provided there has been no further disciplinary action during the twenty (20) month period.

**ARTICLE 15 - HOURS OF WORK**

15.01 (a) For Engineering and Operations staff, the normal work week shall be Monday to Friday from 7:00am to 3:00pm. The Facility Maintenance Operator's normal work week shall be Monday to Friday from 7:30am to 4:30pm with a one (1) hour unpaid lunch.

(b) For Community Centre Staff, two (2) eight (8) hour regular shifts can be scheduled for any day of the week, between 7:00am to 12:00am.





- (c) The parties agree that seasonal or project variations in scheduled start or stop times may be scheduled by the Employer subject to agreement by the Employee(s) for temporary and defined periods of time. Such variations in the schedule will be discussed in advance and mutually agreed upon.
- (d) The Employer and the Union agree to set up opportunities for current Bargaining Unit members to train to operate all Employer equipment for future job opportunities. This training shall be provided at no cost to the Employees.
- (e) The Employer is permitted to have a list of casual workers who shall be on call for the requirements of the Employer as needed. Employees who are on lay-off shall appear on the casual list in accordance with their seniority and shall be offered available casual hours prior to offering those hours to Casual employees. Casual employees will only be used if there is work required for which there are not sufficient qualified regular employees who are willing and available to do the work when requested. The use of Casual Employees will not result in the lay-off of any existing full-time, part-time or seasonal employees.

15.02 Employees shall be allowed five (5) minutes wash-up time before unpaid meal breaks and before **end of shift**.

15.03 **Breaks**

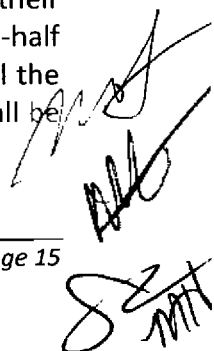
Employees are entitled to a fifteen (15) minute break in the first half of the shift and a fifteen (15) minute break in the second half of the shift to be taken at the job site. One of the crew members shall be permitted to go to pick up refreshments for these breaks.

**ARTICLE 16 - OVERTIME**

16.01 All authorized work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate one and one-half (1½) times the regular rate being paid to the Employee.

16.02 All work performed on holidays, as contained in Article 18 of this Agreement, shall be paid at double (2x) the regular rate being paid to the Employee, in addition to any holiday pay the Employee is otherwise entitled.

16.03 Every Employee who is called out and required to work in an emergency outside their regular working hours shall be paid for a minimum of four (4) hours at time and one-half (1½), and shall be paid from the time they leave their home to report for duty until the time they arrive back upon proceeding directly from work. Twenty (20) minutes shall be



the time allowed for leaving the Employee's residence and reporting to work. If an Employee is called out to respond to an alarm at the Community Centre, Water Treatment Plant or Sewage Treatment Plant, that takes less than one (1) hour to resolve, the Employee will only be entitled to two (2) hours' pay at straight time for each occurrence.

16.04 Employees called in to work outside their normal schedule on Saturdays shall be paid at one and one-half (1½) times their regular rate. Employees called in to work outside their normal schedule on Sundays shall be paid double time (2x).

16.05 Overtime shall be given in order of seniority to the Employees who are senior and qualified. A call-out list will be posted, requesting the signatures of all Employees interested in the over-time call-outs. The supervisor in charge will update the list on a quarterly basis (January, April, July, and October) to allow Employees to reaffirm their desire to remain on the list or for Employees to remove or add their names.

The list will be a rotating list with the call-out to the senior qualified Employee. Once the person accepts the call, their name goes to the bottom of the list and the next call follows the same process. This gives all Employees on the list an equal opportunity in getting called out.

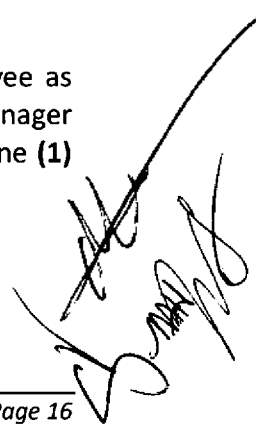
The Union agrees that Employees who have their names on the call-out list, agree they will answer overtime calls and they will make every reasonable effort to work the overtime requested.

The exception to this process is in a state-of-emergency called by the Emergency Management Office ("EMO"), then ALL Employees are required to make every effort to attend work.

16.06 When an Employee has to work overtime or a Statutory Holiday, the said Employee may at their choice, provided they indicate to the responsible Supervisor or Director or designate prior to overtime or Statutory Holiday, take time off at overtime rate in lieu of pay subject to and 16.07 and 16.08.

16.07 The Employee may accumulate up to eighty (80) hours per year, but if they do not use their accumulative time by the end of the fiscal year, they will be paid cash for all hours accumulated.

16.08 The accumulated time off in the preceding Article shall be given to the Employee as mutually agreed upon between the Employee and the responsible Supervisor, Manager or Director but will not be withheld unjustly. This time off should be requested one (1) week prior to the time off and shall not cost the Employer any overtime.

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16.09 Employees who work overtime after midnight shall have a minimum of eight (8) hours off before being required to return to work their regular shift. Such time off shall have no effect on the Employee's regular pay.

16.10 Employees required to work more than four (4) hours overtime shall be provided with a meal.

#### ARTICLE 17 - TEMPORARY TRANSFERS

17.01 Employees required temporarily to perform duties in a higher rated position shall receive the higher rate while occupying such position, provided that they have the qualification associated with that higher rate. Employees required to perform duties in a lower rated position shall not have their rates reduced.

#### ARTICLE 18 - HOLIDAYS

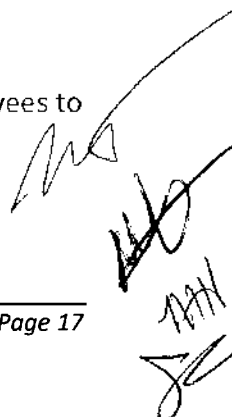
18.01 (a) All Employees shall receive one (1) day's pay for not working on the following Holidays:

|                        |  |
|------------------------|--|
| New Year's Day         | <b>National Day for Truth and Reconciliation</b> |
| Heritage Day           | Thanksgiving Day                                 |
| Good Friday            | Remembrance Day                                  |
| Victoria Day           | Christmas Eve                                    |
| Canada Day (July 1st)  | Christmas Day                                    |
| First Monday in August | Boxing Day                                       |
| Labour Day             | Floating Holiday                                 |

**and any other day proclaimed by the Provincial Government that is applicable to this workplace.**

- (b) The Floating Holiday shall be taken any day throughout the year with the permission of the relevant supervisor: the Engineering and Operations Supervisor **or the Manager of Recreation, Programs and Services.**
- (c) The Municipality supports and encourages employees to be members of registered charitable and not for profit organizations that provide a service to the residents of Cumberland County.

The Municipality will provide one (1) full day per year with pay for its employees to participate in such activities.



The applicable Supervisor has the authority to approve this paid volunteer work day.

For the purpose of this Article, Seasonal Employees shall receive all the Holidays which fall during their term of employment plus shall receive one (1) Volunteer Day with pay during each calendar year. A Volunteer Day is a day the Employee participates in the activities of a registered charitable and not for profit organization that provides a service to the residents of Cumberland County.

18.02 If the regular shift of a Community Centre Unionized Employee falls on a Holiday, they shall be given another day off with pay at a time to be agreed between the Employee and their supervisor. In order to qualify for pay for the above-mentioned Holidays, Employees will be required to work one (1) working day prior and one (1) working day following the Holiday. If work is not available on the day before or after the said Holiday, Employees will be entitled to pay for the Holiday.

#### ARTICLE 19 - VACATIONS

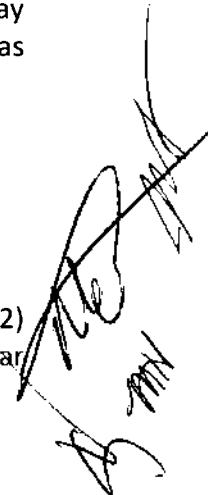
19.01 Permanent full-time employees and probationary employees shall be entitled to vacation in accordance with the following schedule:

- (a) 1.25 days per month up to and including the sixth (6<sup>th</sup>) year of employment calculated from the employee's commencement date;
- (b) 1.67 days per month from the commencement of the seventh (7<sup>th</sup>) year of employment and up to and including the thirteenth (13<sup>th</sup>) year;
- (c) 2.083 days per month from the commencement of the fourteenth (14<sup>th</sup>) year of employment up to and including the twentieth (20<sup>th</sup>) year; and
- (d) 2.5 days per month from the commencement of the twenty-first (21<sup>st</sup>) year of employment and henceforth.

Seasonal Employees shall receive a percentage in lieu of vacation time off with pay and shall receive a total of two percent (2%) for every week of entitlement as compared to a full-time Employee.

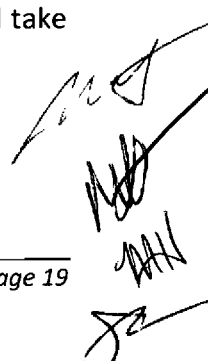
|                 |   |     |
|-----------------|---|-----|
| Three (3) weeks | - | 6%  |
| Four (4) weeks  | - | 8%  |
| Five (5) weeks  | - | 10% |
| Six (6) weeks   | - | 12% |

For the purpose of this clause, a seasonal Employee shall accumulate one-half (1/2) year of service provided they have worked at least five (5) months in the calendar year.



- 19.02 Any Employee not having a year of service prior to the commencement of the vacation period shall be allowed vacations at the rate of one and one-quarter (1¼) working days' vacation for each completed month of service, to a maximum of fifteen (15) working days, but must have been employed for twenty (20) days in each month.
- 19.03 The vacation year shall be from April 1<sup>st</sup> to March 31<sup>st</sup>.
- 19.04 The anticipated vacation entitlement for the upcoming vacation year for each employee based upon Article 19.01 shall be calculated and added to the Employee's vacation bank as of April 1<sup>st</sup>. If an employee's employment with the Municipality ends during the vacation year, the Employee shall compensate the Employer for vacation which was taken but not earned.
- 19.05 For new employees hired during the vacation year, their anticipated vacation entitlement for the balance of the vacation year, based upon Article 19.01, shall be calculated, and added to their vacation bank as of the date of hire. If a new employee's employment with the Municipality ends during that vacation year, the new employee shall compensate the Employer for vacation which was taken but not earned.
- 19.06 If a Statutory or declared Holiday falls or is observed during an Employee's vacation period, they shall be granted an additional days' vacation for each such Holiday, in addition to their regular vacation time. The Springhill **Administrative** Centre Facility Maintenance Operator shall be granted one (1) additional week vacation in lieu of the irregular hours, due to meetings, etc.
- 19.07 All Employees shall be granted the vacation period preferred by the Employee, at such time as may be mutually agreed upon by the Employer and the Employee. Preference in choice of vacation dates in any calendar year shall be determined by seniority. After April 1<sup>st</sup> preference shall be given according to the date the request was submitted in writing to the Supervisor.
- 19.08 **Effective the date of signing of this Collective Agreement, the Employer shall revert to the strict interpretation of this vacation clause.**
- 19.09 **Vacation Carry Over**

Employees are entitled to carry over five (5) days to the next vacation year. For clarity this is five (5) days in total; the entitlement is not cumulative. With the exception of the aforesaid five (5) days, it is expected all Employees, except as provided below, will take their vacation time each year.

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If an Employee has not scheduled all of their vacation time (except the five (5) day carry-over) by February 1<sup>st</sup>, the Employer is entitled to schedule, at its discretion and in communication with the Employee, the amount of vacation time required to reduce an Employee's vacation entitlement to five (5) days as of March 31<sup>st</sup> that year.

In exceptional circumstances beyond the control of the Employee, they may apply to their supervisor for a carry-over of more than five (5) days, as long as they provide, in writing, a plan to use off of the excess days by October 31<sup>st</sup> that year. Exceptional circumstances include serious medical conditions and operational requirements. The decision of the supervisor is final; however, their agreement will not be unreasonably withheld.

The Employer will not "pay-out" unused vacation time except in the event of the Employee leaving the employment of the Municipality.

Notwithstanding the above, an Employee who on signing of this agreement has banked vacation time greater than the approved carry over resulting from the change in current year vacation allotment, shall be able to carry over that "Legacy Bank" until their separation with the Employer in which case it will then be paid out in full. The Employee, upon approval from the Employer, may also use parts or the full amount of the "Legacy Bank" in any given year.

The Employer will track the "Legacy Bank" under the benefits code labelled "Vacation Pro-rated Earned". Schedule "B" sets out the vacation time in this bank, by employee, at the time of signing of this agreement.

## **ARTICLE 20 - MEDICAL PLAN / PENSION PLAN**

20.01 The Employer and the Employee will cost-share at fifty percent (50%) of the benefit plans.

### **20.02 Pension Plan "EFFECTIVE UNTIL OCTOBER 31, 2022"**

THE FOLLOWING PROVISIONS SHALL APPLY UNTIL OCTOBER 31, 2022:

- 1) The Employer and CUPE Local 919 agree to pay **six percent (6%)** of each Employee's yearly salary to the Municipality Pension Plan.
- 2) The Employer and CUPE Local 919 agree to deduct from each Employee's yearly salary **six percent (6%)** for their share of the Municipality Pension Plan.
- 3) The Employer will provide Employees with an annual meeting with the Municipality's Pension Plan provider to receive applicable information and updates. Employees also

have the option to meet with the Municipality's Pension Plan provider on an individual basis at any time.

4) Optional increases in Pension Contributions are available as follows:

- 6% years 0 - 10
- 7.5% years 11 - 20
- 9% after 20 years

Optional increases chosen by members will be matched by the Employer.

20.02 **Pension Plan \*\*EFFECTIVE NOVEMBER 1, 2022\*\***

THE FOLLOWING PROVISIONS SHALL APPLY NOVEMBER 1, 2022:

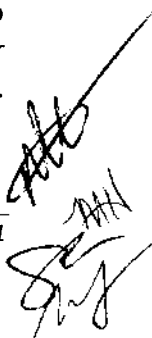
- 1) The Employer and CUPE Local 919 agree to pay **seven percent (7%)** of each Employee's yearly salary to the Municipality Pension Plan.
- 2) The Employer and CUPE Local 919 agree to deduct from each Employee's yearly salary **seven percent (7%)** for their share of the Municipality Pension Plan.
- 3) The Employer will provide Employees with an annual meeting with the Municipality's Pension Plan provider to receive applicable information and updates. Employees also have the option to meet with the Municipality's Pension Plan provider on an individual basis at any time.
- 4) Optional increases in Pension Contributions are available as follows:

- 7% years 0 -10
- 8.5% years 11 - 20
- 9% after 20 years

Optional increases chosen by members will be matched by the employer.

20.03 **LTD (Long Term Disability)**

- (a) Terms and conditions for participation in the LTD Program as well as the payment of benefits shall be as determined by the LTD Program.
- (b) Should an Employee in receipt of Long-Term Disability benefits cease to be disabled, upon providing reasonable notice of the Employee's intended date to return to work, the Employee shall have a right to return to the Employee's former or equivalent position with the Employer at not less than the same increment level.



The Employer reserves the right to require a medical evaluation by a qualified medical practitioner in order to assist in determining the Employee's suitability for reinstatement.

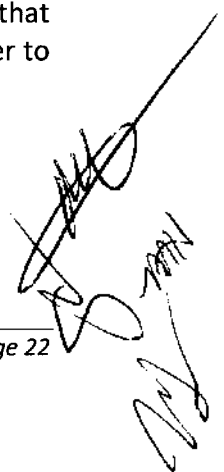
- (c) Employees in receipt of Long-Term Disability shall not be entitled to continue accumulation of paid sick leave benefits, paid vacation benefits or paid holiday benefits under this Collective Agreement but shall retain any previously accumulated sick leave credits for their use in the event they return to work. Such Employees may claim accumulated paid vacation and holiday benefits at any time.
- (d) Subject to (f) below, during the elimination period or while in receipt of Long-Term Disability benefits or during the LTD Appeal Process, the Employee may continue to participate in the Benefits Plans provided the Employee agrees to pay the Employee share of the benefit premium contribution.
- (e) The Employer shall only provide the Employer share of the premium contribution for a period of not longer than thirty (30) months following the commencement of the absence.
- (f) If the Employee remains in receipt of Long-Term Disability benefits after the thirty (30) months, the Employee may continue to participate in the Benefit Plans, provided the Employee pays **one hundred percent (100%)** of the cost of the participation (both the Employer and Employee portions). Continued participation shall be subject to the eligibility provisions of the respective Benefit Plans.

## ARTICLE 21 - SICK LEAVE

21.01 The Municipality allows Employees to earn and accumulate sick leave benefits ("sick leave") in order to provide some protection against loss of pay:

- 1) in the case of long-term incapacity during the period between cessation of work and commencement of other benefits, plans or insurance; and
- 2) in the case of short-term inability to work due of illness, injury or the need to obtain medical treatment.

21.02 It is expected that not all sick leave earned will be used in short-term situations, and that with the passage of time Employees will accumulate the maximum allowable in order to give them protection in the event of serious and extended health problems.

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- 21.03 Permanent full-time Employees, probationary employees and term employees shall earn sick leave at the rate of one and one-half (1½) days per month worked. Unused sick leave can be accumulated to a maximum of one hundred fifty (150) days.
- 21.04 Any Employee who uses six (6) days or more of sick leave within any six (6) month period shall meet with their Supervisor and the Human Resources Administrator. The Employee's attendance record for the previous six (6) months will be discussed to determine the reasons for the usage and to identify any steps that can be taken to reduce it. The Human Resources Administrator will then prepare a report for the Supervisor outlining recommendations, if any are warranted, for action to be taken to reduce future sick leave. Employees are expected to take all reasonable steps to maintain, or where necessary to improve, their health to minimize short term sick leave usage and the Municipality will support Employees in this regard. A record of all such meetings, including their result, shall be maintained. Failure of an Employee to make reasonable efforts to control short term sick leave usage may result in corrective action.
- 21.05 **Subject to legislation** and if requested by their Supervisor or Director, an Employee claiming an entitlement to sick leave in excess of three (3) consecutive working days must provide a medical certificate from a qualified medical practitioner. Failure to provide the certificate will be grounds for denial of the claim.
- 21.06 Employees on long-term disability, pregnancy or parental leave, leave of absence or suspension without pay do not earn sick leave.
- 21.07 Employees with children are permitted to use a maximum of ten (10) days of accumulated sick leave per year to care for those children in the event of serious illness or need for medical treatment.
- 21.08 In the event of a serious illness or need for medical treatment of spouse or partner or parent of an Employee, up to five (5) days' accumulated sick leave per year may be used to provide care, or when necessary, obtain treatment.
- 21.09 An employee falsely claiming sick leave is subject to corrective action up to and including dismissal.
- 21.10 At the end of each fiscal year, Employees who have increased their accumulated unused sick leave shall be awarded a lump sum payment based on the following schedule:
- 1) Less than 50 days' total accumulation - no payment;
  - 2) 50 to 99.9 days' total accumulation: the payment shall equal ten percent (10%) of the equivalent value of the increased accumulation;



- 3) 100 to 149.9 days' total accumulation; the payment shall equal twenty percent (20%) of the equivalent value of the increased accumulation; and
- 4) 150 days' total accumulation; the payment shall equal thirty percent (30%) of the equivalent value of the increased accumulation and what would have been increased accumulation if not for the one hundred fifty (150) day maximum.

**21.11** FAMILY SICK LEAVE provisions in the current Personnel Policy of the Municipality:

**21.12** Sick leave with pay shall be granted for all working days in any period of illness.

**21.13** Sick leave without pay may be granted at the sole discretion of the Employer to the Employee who does not qualify for sick leave with pay who is unable to return to work at the termination of the period for which sick leave with pay is granted.

**21.14** Policies Applicable

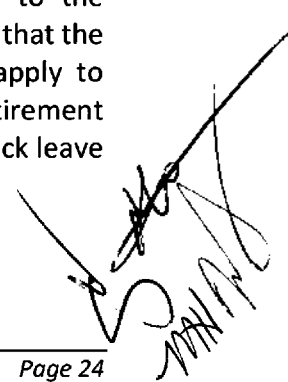
The Parties agree that the Policy and Procedures as developed and maintained per the Municipal Policies for the organization that do not conflict with the Terms of Agreements contained in the Collective Agreement shall be applied and for all purposes disagreements arising may be grieved and are subject to arbitration.

**21.15** Certificates

The Parties agree that if a sick-leave certificate or other medical information, including that which explains abilities and disabilities (known as a Functional Assessment) relevant to the Employee's work is requested by the Employer, the Employer will be responsible for all medical and pre-approved travel costs related to obtaining in such certificate.

**21.16** Employees, at their time of retirement, who are retiring within the next two (2) year timeframe commencing on the signing of the new Collective Agreement, may opt (in writing) to one of the two (2) following options:

- (a) To participate in the annual accumulated sick-leave payout benefit, each employee shall be entitled to take one-half (1/2) of the number of shifts credited to the employee's sick leave bank off with pay on that number of shifts which the employee is scheduled to work during the period immediately prior to the Employee's retirement, providing that the shifts taken are consecutive and that the Employee does not intend to return to duty. This benefit shall only apply to employees having twenty (20) or more years of service at the time of retirement and shall be limited to a maximum of one-half (1/2) of the credit in their sick leave bank.

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(b) Refer to Article 21.10 of this Agreement. At the end of each fiscal year, Employees who have increased their accumulated unused sick leave shall be awarded a lump sum payment based on the following schedule:

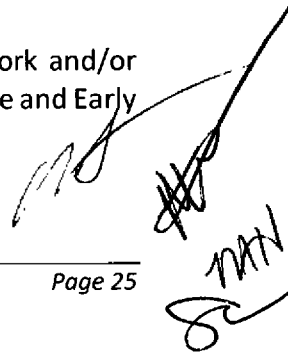
- 1) Less than 50 days' total accumulation - no payment;
- 2) 50 to 99.9 days' total accumulation: the payment shall equal ten percent (10%) of the equivalent value of the increased accumulation;
- 3) 100 to 149.9 days' total accumulation; the payment shall equal twenty percent (20%) of the equivalent value of the increased accumulation; and
- 4) 150 days' total accumulation; the payment shall equal thirty percent (30%) of the equivalent value of the increased accumulation and what would have been increased accumulation if not for the one hundred fifty (150) day maximum.

*Note: Employees will be required to declare which option they choose (in writing) but cannot participate in both.*

#### **21.17 Workers' Compensation**

If an Employee is absent from work as a result of a compensable accident or illness, the Employer shall, during such absence:

- (a) Advance to the Employee on their regular pay day an amount equal to that which the Workers' Compensation Board (WCB) is expected to issue as compensation for time lost during the respective pay period, on the condition that the amount subsequently paid by the WCB for the same period will be paid to the Employer, and the former amount will be adjusted, if necessary, to equal the latter; and
- (b) Pay to the Employee on their regular pay day an amount which, when added to the advance referred to in (a) above, or subsequent WCB payments related to the same claim, will yield to the Employee an amount equal to their regular take-home pay, after all appropriate deductions have been made. Deductions for Income Tax and Unemployment Insurance will be based only on the Employer — paid portion of the Employee's gross pay.
- (c) The Employer will continue to pay the Employer share of Benefit Premiums for the Employees that are receiving Workers' Compensation.
- (d) Employees will be expected to accept light duty or accommodated work and/or hours when recommended by the Workers' Compensation Board in a Safe and Early



work reintegration plan with participation by the injured worker, Union representation and the Employer.

- (e) When a permanent disability occurs and the Employee is unable to resume their normal occupation, the Employer and Union Representative shall mutually decide the proper action to be taken in each case.
- (f) An Employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (g) An Employee shall accrue vacation credits while in receipt of Workers' Compensation benefits. The Employee's vacation bank (including any vacation credits existing at the time of injury or illness) shall not exceed one year of annual vacation entitlement. Provided however that such entitlement to vacation pay shall only be awarded after such Employee has returned to regular employment.
- (h) An Employee who participates in an ease back or return to work program following a period of Workers' Compensation shall be paid at the hourly rate of pay for the classification, unless the employee continues to receive full WCB benefits for the time worked.

#### **21.18 Injury at Work**

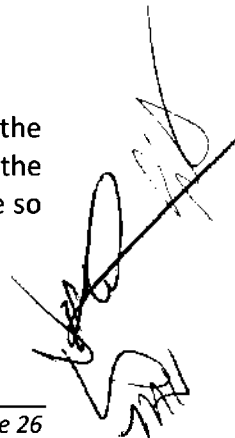
Should any employee be injured during working hours, and as a consequence be unable to continue working, they shall be paid for the full shift, regardless of the time of injury, on the presentation of a Doctor's certificate of their inability to work.

21.19 An employee shall continue to accrue seniority and service while in receipt of Workers' Compensation benefits.

21.20 The Employer will ensure that Workers' Compensation accident report forms and any other forms that the Employer requires Employees to complete, are made available at the administration offices of the Springhill Engineering and Operations Garage, the Community Centre **and the Springhill Administrative Centre.**

#### **ARTICLE 22 - LEAVE OF ABSENCE**

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

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- 22.02 Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer to Employees selected or appointed to represent the Union at Union conventions. Such time shall not exceed a total of fourteen (14) days in any one year.
- 22.03 An Employee shall be granted five (5) regular working days' leave, without loss of salary or wages, in the case of the death of a Parent, or Step-Parent, Wife, Husband, Brother, Sister, Son, Daughter. An Employee shall be granted three (3) regular working days' leave, without loss of salary or wages in the case of the death of a grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law.
- 22.04 An Employee shall be granted one (1) days' leave, without loss of salary to attend the funeral of an Aunt or Uncle.
- 22.05 An Employee may be entitled to leave of absence without pay and without loss of seniority when **they request** such leave for good and sufficient cause. Such request shall be made by the Employee in writing to their immediate supervisor and will be subject to approval by the Employer. Requests will not be arbitrarily denied.
- 22.06 No Employee shall cause themselves to be absent from duty without just cause. Any such Employee who will not be at work shall inform their Supervisor of such absence as soon as possible prior to their shift.
- 22.07 Employees who are volunteers with the local Fire Department and who must respond to emergency calls, shall be entitled to time off with pay for any hours missed from their regularly scheduled shift. In responding to an emergency call, the Employee will consider their employment at the time of the call and shall not respond if doing so would create a health and safety risk to employees or the general public. Employees shall return to work following completion of their responsibilities related to the emergency call.
- 22.08 An Employee will be granted up to three (3) days' leave with pay, if necessary, to attend to damage to the Employee's personal residence caused by a fire or flood that renders the residence unfit for habitation.
- 22.09 An Employee will be granted a salary top-up during the legislated Pregnancy/Parental Leave period (17 weeks) so that employment insurance benefits and the top-up amount equal eighty percent (80%) of the employee's gross salary. The salary that will be used for calculating this amount is the employee's salary on the first day of the pregnancy/parental leave. Adjustments will not be made for salary scale increments or inflationary increases approved during the leave period.

## ARTICLE 23 - PAYMENT OF WAGES

23.01 The Employer shall pay salaries and wages bi-weekly on Thursdays 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 their wages and deductions.

23.02 Under normal circumstances, the hours worked by each Employee during the bi-weekly pay period are collected on the Monday morning immediately following the end of the pay period and are forwarded to the Employer's payroll service provider for processing, with the result that net wages are deposited in the Employee's accounts on Thursday of the same week. In the event weather or other circumstances beyond the control of the Employer interfere with the normal cycle, the Employer will make every reasonable effort to deposit wages on the normal day or as soon thereafter as possible.

#### **ARTICLE 24 - PERSONAL PROTECTIVE EQUIPMENT, CLOTHING AND OTHER EMPLOYER - SUPPLIED CLOTHING**

24.01 The Employer shall provide the following Personal Protective Equipment and Clothing to each Employee when required for the safe and healthy execution of their specific duties:

- Safety hat
- Gloves (as appropriate for each task)
- Safety boots
- Rubber safety boots
- Rubber suit or Rain suit
- Coveralls
- Safety glasses
- Hearing protection
- Winter coat

The above listed Personal Protective Equipment and Clothing will be replaced as required upon return of the items that are to be replaced.

- Prescription Safety Eyeglasses
  - If required, **seventy-five percent (75%)** of the cost of prescription safety glasses will be reimbursed to a maximum of **five hundred dollars (\$500)** once every two **(2)** years.
  - Reimbursement must be approved by the employee's supervisor prior to the purchase of the equipment.
  - Employees must demonstrate prescription eyeglasses conform to the latest version of CSA Z94.3 (or current CSA standard) prior to being reimbursed.

24.02 Any equipment or clothing provided pursuant to this Article may be branded at the Employer's discretion.

#### ARTICLE 25 - JOB CLASSIFICATION

25.01 The rate of pay for any position that has been substantially altered and is not covered by Schedule "A" and 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.

#### ARTICLE 26 - SUB-CONTRACTING

26.01 The Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit Employee. **After reaching out to qualified employees, if the Employer is unable to muster a person/team to do work, it may make alternative arrangements to have that work performed.**

26.02 Notwithstanding the above, Article 26.01 is not applicable to the canteen services at the Community Centre. The Employer has the right and option to contract out the canteen services if it deems necessary.

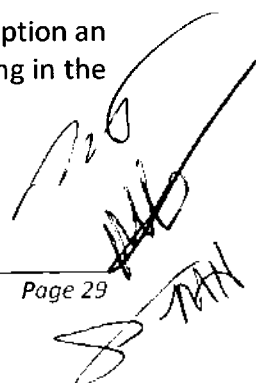
#### ARTICLE 27 - ON CALL

##### 27.01 "On-Call"

"On-Call" for work means the designated employee must be fit and capable to respond to a call or alert by the public, other municipal staff, or automated alert systems outside of regular working hours within a reasonable and acceptable time. An employee is designated on-call by an established arrangement expressly approved by the Supervisor. While on call, the designated employee may be required to respond to a situation either remotely or by attending the worksite, depending on the nature of the work.

##### 27.02 Public Works

The Lead Hand will receive an additional eight (8) hours off with pay or, at their option an additional eight (8) hours' pay at straight time, for each week that they are acting in the on-call position.



The parties agree that the on-call will be split evenly between the Lead Hand position, the backup Lead Hand and the Public Works Supervisor on a rotating basis, When Union Members are acting in the on-call roll, they will receive the Lead Hand rate and if selected, will receive the eight (8) hours' pay at that lead hand rate.

27.03 (a) The Parties further agree that the Springhill **Administrative** Centre Facility Maintenance Operator, the Lead Hand Community Centre Maintenance, and the designated qualified Treatment Operators, will also have responsibilities to answer calls, alarms and be available for after-hours calls, as per 27.01 above. In lieu of the compensation listed in 27.02, any member that takes part in this responsibility on a regular basis shall receive one (1) additional weeks' vacation above their appropriate allotment as outlined in Article 19 of this Agreement.

(b) (1) Should an Employee covered under Article 27.03 (a) work in that position for the entire year (12-month period) then the vacation allotment shall apply as described in the article.

(2) Only if an Employee does not work the entire year in that capacity, then the employee will earn **one-half** (1/2) an extra vacation day for every month covered by this article to a maximum of **five** (5) days earned. The Employee assigned as a replacement will also earn **one-half** (½) a day extra vacation per month for all time assigned.

(3) The parties also agree that should two (2) Employees work in one of the capacities outlined in Article 27.03 (a) during the same calendar month then the employee that was assigned for the greater number of days within that month shall be credited the **one-half** (½) extra vacation day.

**(4) If the Arena Lead Hand is not at work for two (2) weeks, there will be a designated standby who will be paid the Lead Hand rate.**

## ARTICLE 28 - GENERAL

28.01 Proper accommodation shall be provided for Employees to have their meals and keep their clothes.

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

28.03 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 Union.

28.04 Employees who are required by the Employer to use their personal vehicle for Employer business shall be entitled to compensation in accordance with the Employer's current rate for mileage and usage when the vehicle is used.

28.05 The Employer will finance the purchase cost of eligible home computer equipment under the following conditions:

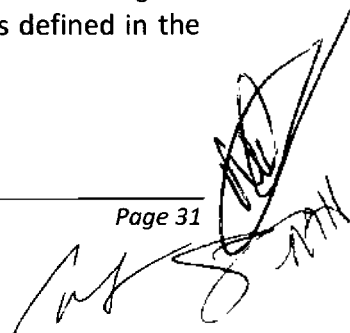
- The Employer will finance one hundred percent (100%) of the cost to a maximum of **three thousand dollars (\$3,000)**.
- "Eligible home computer equipment" means and is limited to: personal computers including desktops and laptops, monitors, printers, cables, keyboards, mouse, speakers and software purchased with the computer.
- Employees must choose to finance the purchase on either a one (1) year or a two (2) year basis.
- Equal bi-weekly payroll deductions will be used to reimburse the Employer.
- Employees are permitted to repay the entire principal balance outstanding at any time.
- Participating Employees will be required to sign a Repayment Plan.
- An Employee leaving the employ of the Employer will be required to repay the amount outstanding in full. The Employer will deduct any outstanding amount from any monies owed to the Employee.

28.06 The Employer agrees to support and engage employees in the safe and efficient execution of duties currently performed by or in future assigned to the collective bargaining unit.

#### **ARTICLE 29 - TERM OF AGREEMENT**

29.01 This Agreement shall be binding and remain in effect from **November 1, 2023 to March 31, 2027** and shall continue 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 may be given within sixty (60) days prior to **March 31, 2027**.

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

A large, stylized handwritten signature in black ink, located in the bottom right corner of the page. The signature is written over the page number and extends into the margin.

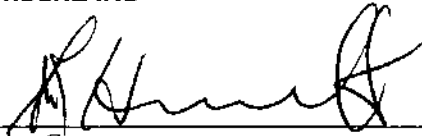

**ARTICLE 30 - BENEFIT AND BINDING**

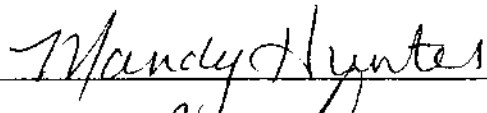
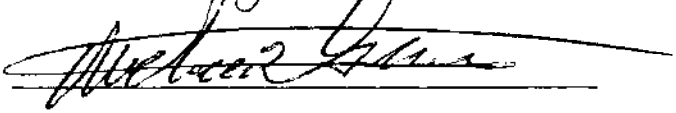
30.01 Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining, and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms mutually agreed upon, shall, unless otherwise specified, apply retroactively to that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

Dated at \_\_\_\_\_, Nova Scotia, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**MUNICIPALITY OF THE COUNTY OF CUMBERLAND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 919**

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_



**SCHEDULE "A"**  
**WAGES**

| Position   | 01-Nov-22 | 01-Nov-23      | 01-Apr-24    | 01-Apr-25    | 01-Apr-26    |
|--|-----------|----------------|--------------|--------------|--------------|
|  | Hourly    | 4%             | 2%           | 3%           | 3%           |
| Water Treatment Operator II                            | \$31.72   | 32.99          | 33.65        | 34.66        | 35.70        |
| Wastewater Treatment Operator II                       | \$31.72   | 32.99          | 33.65        | 34.66        | 35.70        |
| Water Distribution & Wastewater Collection Operator II | \$31.72   | 32.99          | 33.65        | 34.66        | 35.70        |
| Water & Wastewater Treatment Operator II               | \$31.72   | 32.99          | 33.65        | 34.66        | 35.70        |
| Community Centre Maintenance Lead Hand                 | \$29.35   | 30.52          | 31.13        | 32.06        | 33.02        |
| Public Works Lead Hand                                 | \$29.35   | 30.52          | 31.13        | 32.06        | 33.02        |
| Water Distribution Operator & Driver                   | \$29.35   | 30.52          | 31.13        | 32.06        | 33.02        |
| Driver   | \$27.22   | 28.31          | 28.88        | 29.75        | 30.64        |
| Building Official/Caretaker                            | \$27.22   | 28.31          | 28.88        | 29.75        | 30.64        |
| Community Centre Maintenance                           | \$27.22   | 28.31          | 28.88        | 29.75        | 30.64        |
| Community Centre Maintenance Casual                    | \$27.22   | 28.31          | 28.88        | 29.75        | 30.64        |
| Canteen Worker Part Time                               | \$17.91   | 18.63          | 19.00        | 19.57        | 20.16        |
| <b>Operator</b>  | -         | <b>\$28.66</b> | <b>29.23</b> | <b>30.11</b> | <b>31.01</b> |
| <b>Gardener</b>  | -         | <b>\$20.00</b> | <b>20.40</b> | <b>21.01</b> | <b>21.64</b> |

The Hourly Rate Scale for Crossing Guard Staff performing traffic control flagger duties will be the Entry Level Hourly Rate Scale plus a \$1.00 per hour premium.

**Employer agrees to provide an ODRC (Overall Direct Responsible Charge) premium if the duties are assigned to and performed by an Employee listed in Schedule "A" to this Agreement.**

**SCHEDULE "B"**  
**LEGACY BANK VACATION PRO-RATED EARNED**

| <b>Employee</b>          | <b>Benefit Code</b>       | <b>Original<br/>Hours</b> | <b>Revised<br/>Hours</b> |
|--------------------------|---------------------------|---------------------------|--------------------------|
| <b>Varner, Steve</b>     | Vacation Pro-Rated Earned | 244                       | 244                      |
| <b>Arsenault, Fred</b>   | Vacation Pro-Rated Earned | 120                       | 200                      |
| <b>Chapman, Chris</b>    | Vacation Pro-Rated Earned | 120                       | 120                      |
| <b>Gerrior, Michael</b>  | Vacation Pro-Rated Earned | 120                       | 120                      |
| <b>Harrison, Michael</b> | Vacation Pro-Rated Earned | 120                       | 160                      |
| <b>Hunter, Tom</b>       | Vacation Pro-Rated Earned | 120                       | 160                      |
| <b>Jardine, Evan</b>     | Vacation Pro-Rated Earned | 120                       | 160                      |
| <b>Pettigrew, Ralph</b>  | Vacation Pro-Rated Earned | 120                       | 160                      |
| <b>Ripley, Steven</b>    | Vacation Pro-Rated Earned | 120                       | 120                      |

LETTER OF UNDERSTANDING

BETWEEN: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 919

AND: THE MUNICIPALITY OF THE COUNTY OF CUMBERLAND

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Re: John Parsons

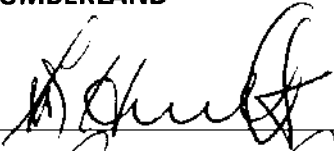
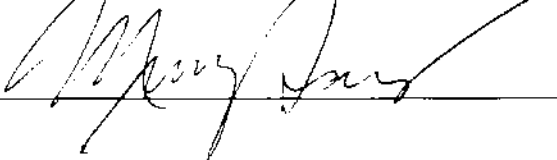
It is agreed by the Parties, that the services presently being provided by Mr. John Parsons will not be impacted negatively after the adoption of this contract.

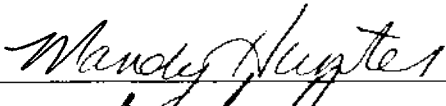

Dated at Springhill, Nova Scotia, this 2<sup>nd</sup> day of May, 2024.

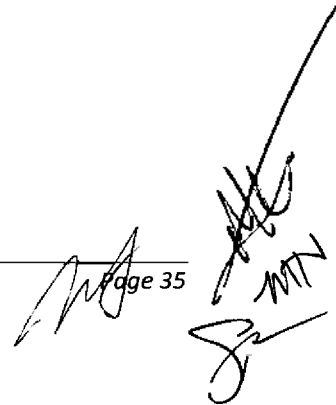
Signed on behalf of:

MUNICIPALITY OF THE COUNTY OF CUMBERLAND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 919



LETTER OF UNDERSTANDING

BETWEEN: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 919

AND: THE MUNICIPALITY OF THE COUNTY OF CUMBERLAND

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Re: Urgent Snow Clearing


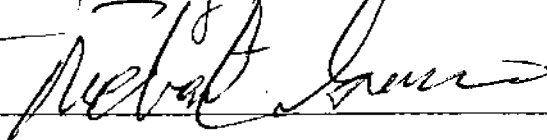

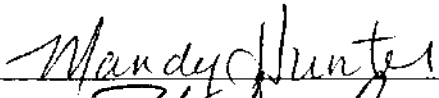
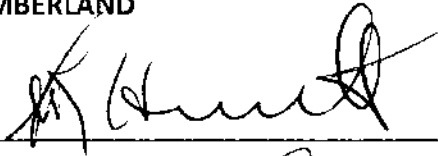
The Union agrees that Article 26 does not prohibit Springhill from using contractors to meet an urgent snow clearing need which is beyond the capability of the Employer's staff and equipment to do the required urgent snow clearing work.

Dated at Springhill, Nova Scotia, this 2<sup>nd</sup> day of May  
2024.

Signed on behalf of:

MUNICIPALITY OF THE COUNTY OF  
CUMBERLAND

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 919



LETTER OF UNDERSTANDING

BETWEEN: **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 919**

AND: **THE MUNICIPALITY OF THE COUNTY OF CUMBERLAND**

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**Re: Article 21.01 and 21.16**

The parties agree that the following employees, Fred Arsenault and Steve Varner, have more than 150 sick days outlined in Article 21.01 and 21.16 in their current sick time banks. As such they will continue to accumulate and replenish their sick banks up to the total of 180 days.

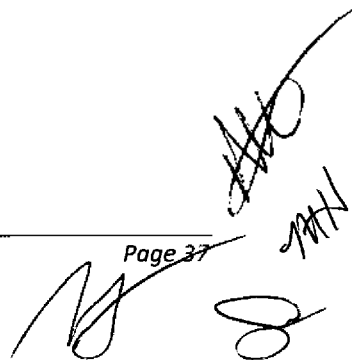
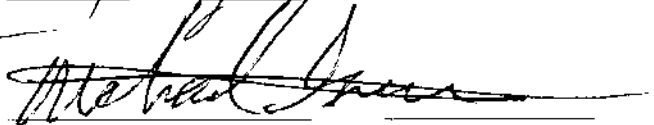
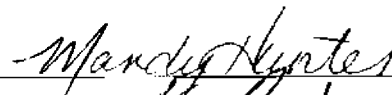
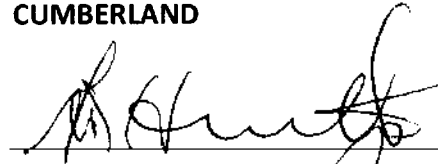
In lieu of the increased bank total they will not be permitted to exercise their rights as outlined in Article 21.13(b) of the Collective Agreement, and upon retirement shall have full rights under 21.13(a) on the 180 days totals.

Dated at Springhill, Nova Scotia, this 2<sup>nd</sup> day of May, 2024.

Signed on behalf of:

**MUNICIPALITY OF THE COUNTY OF CUMBERLAND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 919**



LETTER OF UNDERSTANDING

BETWEEN: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 919

AND: THE MUNICIPALITY OF THE COUNTY OF CUMBERLAND

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Re: Service levels / staff complement

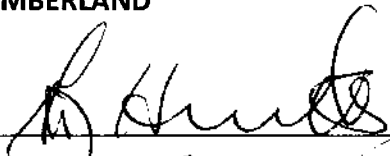
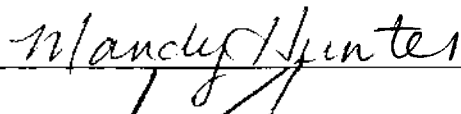
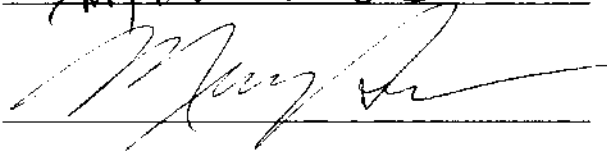
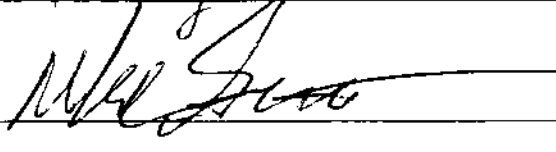
Management commits that when a team/committee is formed to plan and manage the process of Asset Management and level of service policies, the bargaining unit will be asked to have two (2) members of their choosing become members of the committee.

Dated at Springhill, Nova Scotia, this 2<sup>nd</sup> day of May, 2024.

Signed on behalf of:

MUNICIPALITY OF THE COUNTY OF CUMBERLAND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 919





LETTER OF UNDERSTANDING

BETWEEN: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 919

AND: THE MUNICIPALITY OF THE COUNTY OF CUMBERLAND

Re: Darryl Bragg

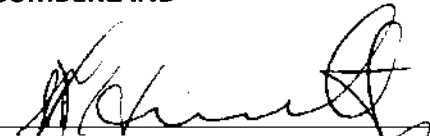
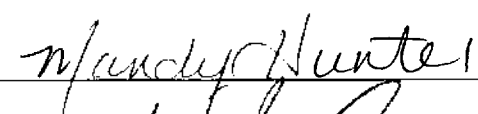
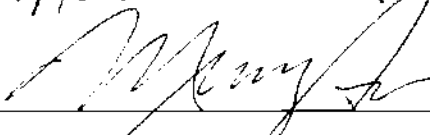
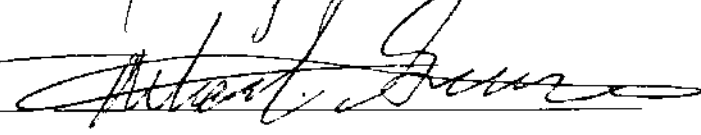
Effective with signing of a new Collective Agreement, Darryl Bragg will become a full-time employee based at the Springhill Community Centre, in a Community Centre Maintenance position.

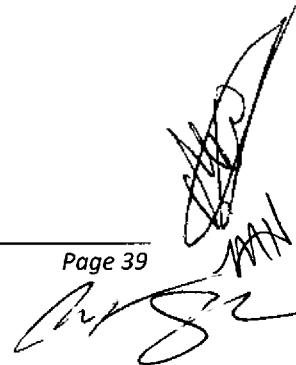
Dated at Springhill, Nova Scotia, this 2<sup>nd</sup> day of May 2024.

Signed on behalf of:

MUNICIPALITY OF THE COUNTY OF CUMBERLAND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 919



LETTER OF UNDERSTANDING

BETWEEN: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 919

AND: THE MUNICIPALITY OF THE COUNTY OF CUMBERLAND

Re: Steve Varner

Effective the date of signing of this Collective Agreement, the Employer shall revert to the strict interpretation of the vacation clause. The following Employee shall not have their vacation credits reduced as a result of this change in position: Steve Varner.

Dated at Springhill, Nova Scotia, this 2<sup>nd</sup> day of May, 2024.

Signed on behalf of:

MUNICIPALITY OF THE COUNTY OF CUMBERLAND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 919

