

TOWN OF BERWICK

AND

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2618-03

Expires October 31, 2010

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ARTICLE 1 – PURPOSE

1.01 The purpose of this Collective Agreement is to establish terms and conditions of employment.

ARTICLE 1A – DEFINITIONS

- (a) “Employer” shall mean the Town of Berwick.
- (b) “Employee” shall mean a person who is in the Bargaining Unit.
- (c)
 - (i) “Full-time Employee” shall mean a person who usually works the number of hours provided for in Article 17.
 - (ii) “Part-time Employee” shall mean a person who usually works on a regular basis a lesser number of hours than provided for in Article 17.
- (d) “Casual Employee” shall mean a person who is employed on a casual basis. Casual employees are excluded from coverage of this Collective Agreement.
- (e) “Temporary Employee” shall mean a person who is employed for a period of time not to exceed a maximum of six (6) months. Temporary employees are excluded from coverage of this Collective Agreement. Time worked as a temporary employee shall be credited for seniority purposes if the individual is subsequently hired as a full-time or part-time employee under this Collective Agreement.
- (f) Persons employed under the terms of a grant or persons who are bona-fide students are excluded from coverage of this Collective Agreement.

These employees shall not displace existing employees.

ARTICLE 2 – MANAGEMENT RIGHTS

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

ARTICLE 3 – RECOGNITION

3.01 The Employer recognizes Local 2618-03, Canadian Union of Public Employees, as the bargaining agent for a bargaining unit consisting of all full-time and regular part-time employees employed by the Town of Berwick, Berwick, Nova Scotia, engaged in outside work in the Public Works Department, excluding those persons excluded by paragraphs (a) and (b) of Subsection (2) of Section 2 of the Trade Union Act and other persons excluded by this Collective Agreement.

No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representative which conflicts with the terms of this Collective Agreement.

ARTICLE 4 – NO DISCRIMINATION

4.01 The Parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to the Union, the employees, the Employer and its agents **or any other prohibition of the Nova Scotia Human Rights Act.**

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

5.01 Within thirty (30) days of the signing of this Collective Agreement or within thirty (30) days of commencement of employment in the Bargaining Unit, all employees shall as a condition of employment make application to become a member of the Union if they are not already a member of the Union. All employees shall remain members of the Union as a condition of employment through the payment of the periodic dues and initiation fees uniformly required to be paid by all Union members.

This provision applies to Bargaining Unit employees covered by this Collective Agreement.

ARTICLE 6 – CHECK-OFF OF UNION DUES

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

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

Canadian Union of Public Employees
21 Florence Street
Ottawa, Ontario
K2P 0W6

This provision applies to Bargaining Unit employees covered by this Collective Agreement.

ARTICLE 7 – ACQUAINTING NEW EMPLOYEES

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

ARTICLE 8 – CORRESPONDENCE

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

ARTICLE 9 – LABOUR-MANAGEMENT COMMITTEE

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

9.02 (A) The committee shall normally meet every three (3) months unless a special meeting is requested by either party. The Committee shall not deal with

specific employee or Union grievances that are being processed under the grievance/arbitration procedure.

- 9.02 (B) The parties agree to exchange agendas two (2) business days prior to the day of the Labour-Management meeting and either party may, by mutual agreement, add issues to the agenda at the Labour-Management meeting.
- 9.03 An Employer and employee representative shall alternate in presiding over meetings as Chairperson.
- 9.04 Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting.
- 9.05 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members of the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 – LABOUR-MANAGEMENT COLLECTIVE BARGAINING

- 10.01 A Union bargaining committee shall be appointed or elected by employees in the Bargaining Unit and shall consist of not more than two (2) members of the Union. The Union will advise the Employer and the Employer will advise the Union of the names of their bargaining committee members selected reasonably in advance of negotiations.
- 10.02 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing with or negotiating with the Employer. Such representative may visit the work location of employees in the Unit provided there is no interference with any operation. Such visits shall be to investigate and assist in the settlement of a grievance. The representative shall request permission prior to any such visit and permission shall not be unreasonably denied.

- 10.03 The Employer agrees that the two (2) employees on the negotiating committee shall have the right to attend negotiating meetings with the Employer held within working hours.
- 10.04 Copies of all motions, resolutions and bylaws or rules and regulations adopted by the Council which effect the members of this Union are to be:
- 1) forwarded to the Union;
 - 2) posted on all bulletin boards.

ARTICLE 11 – GRIEVANCE PROCEDURE

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

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

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

11.04 Settling of Grievances

INFORMAL – an employee who feels that they have a grievance shall first discuss the matter with the Superintendent within two working days of

the initial occurrence of the event giving rise to the grievance or of the date when the employee became aware of the grievance. The steward may be present if desired by the employee. The Superintendent shall respond within two (2) working days of the discussion. If the dispute cannot be settled informally then it shall be deemed to be a “grievance” and the Superintendent so notified.

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

STEP 2 Should the employee not be satisfied with the decision of the Superintendent and should the employee wish to proceed with the grievance, then the grievance shall be submitted in writing within five (5) working days of receipt of the reply of the supervisor to the Town Clerk and Treasurer, who shall render a written decision within seven (7) working days of receipt of such grievance. Prior to providing the written decision, the matter shall be reviewed by Town Council.

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

11.05 Policy Grievance – Where a dispute involves a question of general application or interpretation or layoff, or where the Employer has a grievance, STEP 1 of this Article may be by-passed provided that such grievance is filed within ten (10) working days of the initial occurrence of the event giving rise to the grievance.

11.06 Union May Initiate Grievance – The Union shall have the right to originate a grievance for an employee or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at STEP 1.

11.07 The Employer shall supply the necessary facilities for any grievance meetings.

- 11.08 Supplementary written agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure provided herein. On the failure of the grievor or the Union to process a grievance within the time limit(s) specified, the grievance shall be deemed to be abandoned and cannot be filed or re-opened.
- 11.09 The Employer shall have the right to originate a grievance with the Union. Such grievances shall be filed with the Union within ten (10) working days of the occurrence of the event giving rise to the grievance. The reply of the Union shall be made within ten (10) working days of the date of receipt. Should that reply not resolve the grievance, the Employer may proceed to arbitration within thirty (30) working days of receipt of the Union reply.

ARTICLE 12 – ARBITRATION

- 12.01 Composition of Board of Arbitration
When either Party requests that a grievance be submitted to arbitration, the request shall be made by certified mail or fax, addressed to the other Party to the Agreement, indicating the name and address of its nominee to an arbitration board.
- Within ten (10) days thereafter, the other Party shall answer by certified mail or fax indicating the name and address of its nominee to the arbitration board. The two (2) nominees shall then select an impartial chairperson.
- 12.02 Failure to Appoint
If the recipient of the notice fails to appoint an arbitrator, or if the two nominees fail to agree upon a chairperson within ten (10) days of appointment, the appointment shall be made by the Minister of Environment and Labour upon the request of either Party.
- 12.03 Board Procedure
The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within thirty (30) calendar days from the time the Chairperson is appointed.

12.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Board shall be the decision of the Chairperson and, in either case, shall be final, binding and enforceable on both Parties to this Collective Agreement.

Notwithstanding this, the Board of Arbitration shall not have any power to alter, modify or amend any of the provisions of this Collective Agreement. The Board shall have the power to substitute such other penalty for discharge or discipline as the Board deems just and reasonable in the circumstances.

12.05 Disagreement on Decision

Should the Parties disagree as to the meaning of the decision, either Party may apply to the Chairperson of the Board of Arbitration for clarification of the decision by the Board. Such clarification will be rendered as soon as reasonably possible.

12.06 Expenses of the Board

Each Party shall pay:

- (1) The fees and expenses of the nominee it appoints;
- (2) One half (1/2) of fees and expenses of the Chairperson.

12.07 Amending of Time Limits

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

12.08 Sole Arbitrator

In any specific matter, the Parties may agree that a Sole Arbitrator may act in lieu of a Board. All provisions herein apply to the Sole Arbitrator.

ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE

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

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

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

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

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

ARTICLE 14 – SENIORITY

- 14.01 Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to certification of the Union.
- 14.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be

sent to the Union and posted on all bulleting boards by January 31st of each year.

14.03 Newly hired employees shall serve a probationary period of up to one thousand five hundred and sixty (1, 560) hours of work. After completion of the probationary period, seniority shall be effective from the original date of employment.

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

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

- (1) The employee is terminated and is not reinstated;
- (2) The employee resigns or retires;
- (3) The employee was absent from work in excess of five (5) working days without notification to the Employer and without sufficient cause;
- (4) The employee fails to return to work within fourteen (14) calendar days following a layoff and after being notified by certified mail to do so. It shall be the responsibility of the employee to keep the Employer informed of a current address and telephone number.

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

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

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

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

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

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

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

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

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

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

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

15.05 The Employer shall post on the bulletin board notice of any training courses or experimental programs for which employees may be selected by the Employer.

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

ARTICLE 16 – LAYOFFS AND RECALLS

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

ARTICLE 17 – HOURS OF WORK

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

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

Notice is as follows:

- a) **Snowplowing services – 12 hours**

b) **All other services – 48 hours**

During the regular work day, the employees shall be given a one-half (1/2) hour unpaid lunch period, approximately mid-way through the shift and two (2) fifteen (15) minute paid break periods.

ARTICLE 18 – OVERTIME

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

The cumulative maximum for banked time in lieu shall not exceed eighty (80) hours and shall not be scheduled off for more than five (5) consecutive working days at a time.

18.02 Call-Back Pay (Unscheduled) – An employee who is called in (unscheduled) and required to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

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

18.04 Employees required to be on call shall be paid the rate of twenty-five (25) dollars per day that they are on call. This payment shall be in addition to payment made in 18.02 above.

18.05 **Employees shall be provided with a meal if required to report to work more than three (3) hours prior to the beginning of the normal shift, or when an employee completes four (4) hours or more continuous overtime beyond a regular shift.**

ARTICLE 19 – HOLIDAYS

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

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

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

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

- 19.02 An employee shall be entitled to be paid for a general holiday if
- (a) he or she has received or is entitled to receive pay for at least fifteen (15) days during the thirty calendar days immediately preceding the general holiday; and
 - (b) he or she has worked on their scheduled working day immediately preceding and immediately following the holiday.
- 19.03 It is understood that only employees who are actively working should be entitled to be paid for holidays. Employees on Workers' Compensation and unpaid leaves of absence shall not be paid for holidays. Should an employee be sick on a holiday, the employee shall be paid for the holiday but no sick pay shall be deducted.

ARTICLE 20 – VACATIONS

- 20.01 (a) The Employer agrees to grant full-time employees vacation with pay in accordance with years of completed service as follows:
- Two (2) weeks after one year
 - Three (3) weeks after three years
 - Four (4) weeks after ten years
 - Five (5) weeks after twenty years
- (b) Payment for vacations shall be on the basis of two percent (2%) of gross earnings for each week of entitlement.

- 20.02 Should a paid holiday be observed during an employee's vacation period, the employee shall be granted an additional vacation day with pay at a time mutually agreed between the Employer and employee.
- 20.03 Vacation pay for each week of vacation shall be at the rate effective immediately prior to the commencement of the vacation period.
- 20.04 An employee terminating employment at any time in the vacation year before vacation has been taken shall be entitled to a proportionate payment in lieu of such vacation. With mutual agreement between the Employer and Employee, an employee can use any unused vacation time before terminating employment.
- 20.05 Vacations shall be scheduled by May 1st of each year. A maximum of two consecutive weeks (if entitled) will be granted unless otherwise mutually agreed by the Superintendent and employee.
- 20.06 When an employee is hospitalized during vacation, such time shall be paid out of accumulated sick-leave and the period of vacation so displaced shall be taken at another time to be mutually agreed between the employee and the Employer.

ARTICLE 21 – SICK LEAVE

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

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

- 21.02 Full-time employees shall earn sick leave at the rate of one and one-half (1.5) days per month worked, accumulate to a maximum of one hundred twenty (120) days. Should less than the full number of working days in a month be worked then sick leave entitlement shall be reduced on a pro-rated basis. For the purpose of this Article, holidays and vacation and any leaves paid by the Employer shall be considered time worked.

- 21.03 A record of all unused sick leave will be kept by the Employer. Such accumulated sick leave shall accrue for future sick leave benefits to the maximum set out in 21.2 herein. The Employer shall provide employees with a record in writing of unused sick leave once per year.
- 21.04 The Employer may require proof of illness as is deemed necessary and application for sick leave shall be made in such manner as the Employer may from time to time prescribe. Should medical certification be required by the Employer as a result of a particular period of sick leave, it shall be submitted upon return to work by the employee and requested during the sick leave.
- The Employer will not normally require medical certification unless an illness is in excess of two working days.
- 21.05 When an employee is given leave of absence without pay for any reason, or is laid off, the employee shall not receive sick leave credits for the period of such absence but shall retain cumulative credit, if any, existing at the commencement of the absence.
- 21.06 Abuse of sick leave may be cause for disciplinary action.
- 21.07 Employees shall arrange medical and dental appointments outside normal working hours if possible. Employees shall request approval for time off as far in advance as possible and such time shall normally be granted.
- 21.08 Illness in the Family
When an immediate family member becomes ill, then the employee may use up to a maximum of four (4) accumulated sick days per year to make arrangements for care if no one else is available.

ARTICLE 22 – LEAVE OF ABSENCE

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

22.02 Bereavement Leave

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

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

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

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

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

22.03 Leave of Absence for Union Functions

With at least two (2) weeks notice and subject to operational requirements of the Employer, an employee elected or appointed to represent the Union at CUPE conventions shall be granted leave of absence without pay to attend such conventions.

22.04 Pregnancy and Parental Leave

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

22.05 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who services as a juror or witness in relation to Town business. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness on Town business, excluding payment for travelling, meals

or other expenses. The employee will present proof of service and the amount received.

Time spent by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

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

ARTICLE 24 – JOB CLASSIFICATION

- 24.01 The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent.
- 24.02 Should the Employer create a new classification in the bargaining unit, the rate of pay shall be subject to agreement with the Union. Any disagreement may be submitted as a grievance at Step 2. The new rate shall become retroactive to the time the position was first filled.
- 24.03 In the event that job duties are significantly changed to the extent that the job description no longer reflects the work being performed, then the Employer shall change the job description.
- 24.04 Should an employee be assigned to a higher classification for more than **five (5) working days** (starting on the sixth (6th) working day), the pay rate shall be adjusted accordingly **and retroactively for the previous days worked and the employee shall be paid the higher rate for all hours worked in the classification.**

ARTICLE 25 – EMPLOYEE BENEFIT PLANS

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

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

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

The participation rate for the Pension Plan shall be 5 % for employee and employer each, effective the date of signing.

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

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

ARTICLE 26 – HEALTH AND SAFETY

26.01 An employee who is involved in an accident or injury shall notify the Employer as soon as possible.

26.02 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident while at work shall be at the expense of the Employer.

26.03 The employees and the Employer will be governed by the provisions of the Nova Scotia Occupational Health and Safety Act.

ARTICLE 27 – CLOTHING ALLOWANCE

27.01 Full time employees shall be provided with one (1) pair of safety footwear per year beginning on April 1st each year, coveralls (as required), work gloves (as required), rain gear (as required) and safety equipment (as required).

ARTICLE 28 – TECHNOLOGICAL AND OTHER CHANGES

28.01 Should there be changes in work methods, such changes shall, if required, be discussed with the employees affected prior to their introduction.

ARTICLE 29 – PRESENT CONDITIONS AND BENEFITS

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

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

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

ARTICLE 30 – JOB SECURITY

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

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

ARTICLE 31 – NO STRIKES, NO LOCKOUTS

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

ARTICLE 32 – GENERAL CONDITIONS

- 32.01 Employee facilities shall be provided.
- 32.02 The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- 32.03 The Employer shall supply all tools and equipment required by employees in the performance of their duties. Replacement will be made by producing the worn or broken tools or proving that the tool was lost. The mechanic shall supply personal tools.
- 32.04 An employee who is required to use his/her personal vehicle for employee business will be paid at the Provincial Government rate.

ARTICLE 33 – TERM OF AGREEMENT

- 33.01 This Agreement shall be in effect from **April 1, 2007 to October 31, 2010** and shall continue from year to year thereafter, unless either Party gives to the other Party notice in writing between sixty (60) days and ninety (90) days prior to the expiration date in any year that it desires its termination or amendment.
- The wage rates only, set out in Schedule A shall be effective retroactive to April 1st, 2007.
- 33.02 Upon receipt of notice to bargain, negotiations shall proceed in accordance with the provisions of the Nova Scotia Trade Union Act.
- 33.03 Changes in Agreement – any changes mutually deemed necessary to the Agreement may be made in writing at any time during the life of this Agreement.

ARTICLE 34 – SIGNATORIES

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

Dated at Berwick, Nova Scotia, this _____ day of _____ 2007.

SIGNED, SEALED AND DELIVERED) TOWN OF BERWICK
In the Presence of)
) Per _____
)
) Per _____
)
_____)
Witness)
)
)
) CANADIAN UNION OF PUBLIC
) EMPLOYEES, Local 2618-03
)
) Per _____
)
) Per _____
)
)
)
)
)

SCHEDULE "A"

REGULAR HOURLY WAGE RATES

CLASSIFICATION	Expired Rate	April 1/07 \$1.25 1.4%	Nov 1/07 2.6%	April 1/08 \$0.75	Nov 1/08 3.3%	Nov 1/09 3.5%
STP Operator	\$15.89	\$17.38	\$17.83	\$18.58	\$19.19	\$19.86
Heavy Equipment Operator	\$14.79	\$15.00	\$15.39		\$15.90	\$16.46
Equipment Operator	\$14.28	\$14.48	\$14.86		\$15.35	\$15.89
Skilled Labourer	\$14.13	\$14.32	\$14.69		\$15.17	\$15.70

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

- 1) STP Operator – There shall be a \$0.50/hr adjustment for each classification increase with a Class II certificate tied to the current STP Operator rate.
- 2) STP Operator Adjustment – There shall be a \$1.25/hr adjustment to the STP Operator classification effective April 1, 2007 prior to economic adjustments and an adjustment of \$0.75/hr effective April 1, 2008 after economic adjustment of November 1, 2007.
- 3) Animal Control Officer – There shall be a minimum 3 hour call-out at one and hone-half times (1.5) the regular rate to be paid to the Employees called out. The Employer will not impose an availability and/or requirement on the part of the Employee. The Employer further retains the right to out-source Animal Control Duties and any time.

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

LETTER OF AGREEMENT REGARDING EMERGENCY SERVICES

Between

TOWN OF BERWICK

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Local 2618-03

This Letter of Agreement is enforceable as a part of the Collective Agreement entered into between the Parties.

The Labour Management Committee shall discuss what essential services would be performed in the event of a legal work stoppage.

The Parties agree to ensure access for emergency vehicles at the time of the emergency.

The Parties agree that an employee will be on call during a legal work stoppage to deal with emergencies.

SIGNATORIES

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

Dated at Berwick, Nova Scotia, this _____ day of _____, 2007.

SIGNED, SEALED AND DELIVERED) TOWN OF BERWICK

In the Presence of)

) Per _____

)

) Per _____

)

)

_____))

Witness)

)

) CANADIAN UNION OF PUBLIC

) EMPLOYEES, Local 2618-03

)

) Per _____

)

) Per _____

)

)

LETTER OF UNDERSTANDING REGARDING A LUNCHROOM

between

TOWN OF BERWICK

- and -

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

One-half of the current carpenter shop will be allocated as lunchroom space. The rear wall of the new carpenter shop would transect east to west on the north side of the west window and open the western portion of the wall into the current room where the counter is. The work is to be completed within ninety (90) days of the signing of this Agreement.

Employees will perform as part of their regular work and some employees will donate some time to complete the lunchroom space project.

The Employer’s input remains integral to the final design and work-plan of said project.

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

Dated at Berwick, Nova Scotia, this day of , 2007.

SIGNED, SEALED AND DELIVERED)	TOWN OF BERWICK
In the Presence of)	
)	Per _____
)	
)	Per _____
)	
_____)	
Witness)	
)	
)	CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2618-03
)	
)	Per _____
)	
)	Per _____