CUPE Canadian Union of Public Employees

COLLECTIVE AGREEMENT

between

VILLAGE OF NEW MINAS

and

CUPE LOCAL 2618 - 04

Expiry: March 31, 2026

Table of Contents

ARTICLE 1 - PREAMBLE 4
ARTICLE 2 - MANAGEMENT RIGHTS 4
ARTICLE 3 - RECOGNITION 5
ARTICLE 4 - NO DISCRIMINATION 7
ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT 7
ARTICLE 6 - CHECK-OFF OF UNION DUES 8
ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES 8
ARTICLE 8 - CORRESPONDENCE 9
ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE 9
ARTICLE 10 – LABOUR/MANAGEMENT BARGAINING AND RELATIONS 10
ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE COUNCIL 12
ARTICLE 12 - GRIEVANCE PROCEDURE 12
ARTICLE 13 - ARBITRATION 15
ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE 16
ARTICLE 15 - SENIORITY 17
ARTICLE 16 - PROMOTION AND STAFF CHANGES 18
ARTICLE 17 - LAYOFFS AND RECALLS 19
ARTICLE 18 - HOURS OF WORK 20
ARTICLE 19 - OVERTIME 21
ARTICLE 20 - HOLIDAYS 22
ARTICLE 22 - SICK LEAVE PROVISIONS 25
ARTICLE 23 - LEAVE OF ABSENCE 26
ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES 28
ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION 29
ARTICLE 26 - EMPLOYEE BENEFITS 29
ARTICLE 27 - SAFETY AND HEALTH 32
ARTICLE 28 - TECHNOLOGICAL AND OTHER CHANGES 33
ARTICLE 29 - JOB SECURITY 33
ARTICLE 30 - UNIIFORM AND CLOTHING ALLOWANCE 33
ARTICLE 31 - GENERAL CONDITIONS 34

ARTICLE 32 - EMPLOYEE & FAMILY ASSISTANCE PROGRAM 34
ARTICLE 33 - PRESENT CONDITIONS AND BENEFITS 35
ARTICLE 34 - TERM OF AGREEMENT 36
SCHEDULE “A” 37
SCHEDULE "B" 39
TRADITIONAL ABORIGINAL DISPUTE RESOLUTION 39

This Agreement made this 30 day of November, 2022.

BETWEEN:

The Village of New Minas, hereinafter called the "Employer"

Party of the First Part:

AND

Canadian Union of Public Employees, Local 2618-04, hereinafter called the "Union"

Party of the Second Part:

ARTICLE 1 - PREAMBLE

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

(a) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.

(b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, scale of wages and benefits.

(c) To encourage efficiency and economy in operations and service to taxpayers.

(d) To promote the morale, well-being, and security of all Employees in the bargaining unit of the Union.

1.02 It is now desirable that method of bargaining and, all matters pertaining to the working conditions of the Employees be drawn up in a collective agreement. Any changes to this agreement shall be made in accordance with Article 34.02 herein.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges that it is the exclusive right of the Employer to manage the affairs of the Village and to direct the working force, and without restricting the generality of the foregoing, the Union acknowledges that it is the function of the Employer to:

(a) Maintain order, discipline, and efficiency.

(b) Hire, promote, demote, discipline, suspend, lay-off or discharge any Employee covered by this Agreement, provided that a claim that an Employee has been demoted, disciplined, suspended, or discharged without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.

(c) Determine the nature and kind of services to be provided by the Employer and the methods, procedures, equipment, materials, and manpower to be used in providing these services.

(d) Possess and exercise all other rights and functions, powers, privileges and authority with regard to the management and operation of the Village of New Minas in a manner which is reasonable and consistent with this Collective Agreement.

2.02 The Employer shall not exercise its rights in a manner which is inconsistent with the provisions of this Agreement, arbitrary, or discriminatory.

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2618.4 as the sole and exclusive collective bargaining agent for all Employees of the Public Works Department, and the Water Commission, but excluding Operations Manager and above that rank, Office Employees and those excluded by Paragraphs (a) and (b) of Subsection (2) of Section 1 of the *Trade Union Act*.

3.02 The Employer agrees to discuss with the Union or any of its authorized committees any matters affecting their relationship, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.03 (a) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, with the exception of volunteer initiatives by local community members/groups and the Operations Manager or except when mutually agreed to in writing between the Parties. In any event, there shall be no Employee laid off nor any reduction in the regular hours of work or overtime for any Employee as a result of the use of a local community member volunteer or the Operations Manager.

(b) The Operations Manager may be part of the on-call rotation or do water checks if they are fully qualified. If the Operations Manager in completing a water check or otherwise while on call, encounters a situation which involves work that will require other persons, the Operations Manager shall call in a member of the bargaining unit unless there is no available qualified bargaining unit member.

(c) The Employer will not, except in extenuating circumstances, contract out bargaining unit work.

3.04 This Collective Agreement is fully applicable to all full-time, part-time, seasonal, and temporary Employees unless otherwise specified. Various types of Employees are defined as follows:

(a) Full Time Employee - is an Employee who has been in the employ of the Employer in the bargaining unit and who has completed the probationary period and who is working the regular hours of work established as per Article 18.

(b) Part-time Employee - is an Employee who works less than the regular hours of work and who has completed the probationary period and who is working the regular hours of work established as per Article 18.

(c) Temporary Employee - is an Employee whose employment is intended to be of limited duration but who works the customary number of full time or part-time hours of work established as per Article 18.

(d) Casual Employee - one who is employed on a non-regular basis and who is a member of the bargaining unit.

(e) Seasonal Employee - an Employee who works less than the full year and who is seasonally laid off and recalled.

Temporary and seasonal Employees are eligible for medical insurance, Village of New Minas and Multi Sector Pension Plans when eligible for the plans, as well as sick leave, holidays, and vacations on a pro-rated basis and in accordance with the conditions of these various benefit plans.

Bona fide students and Grant workers shall be excluded from the bargaining unit and shall not be covered by the Collective Agreement.

The Employer shall discuss Grant applications with the Union.

3.05 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.

3.06 **Student Employees**
Student Employee shall mean a person who is employed by the Employer during the period April 20 to September 10 of any year to perform seasonal work. Student Employees are not included in the Bargaining Unit and this Agreement does not apply to Student Employees. The employment of a Student Employee shall not result in the layoff or reduction of hours or overtime of a regular Employee or the termination of a probationary Employee nor shall a regular

Employee who is qualified and able to perform the required work be laid off while a Student Employee is employed by the Employer to perform that work.

3.07 No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge, or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex, gender identity or marital status, nor by reason of their membership in a labour union. The Parties agree that the *Nova Scotia Human Rights Act* will be recognized in all cases.

4.02 **Respectful Workplace**
The Employer and the Union jointly agree that every person in the workplace shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, bullying, harassment, violence, disruptive workplace conflict and disrespectful behaviour. The principle of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behavior on the part of any person, which would jeopardize any other person's dignity, wellbeing or undermine work relationships and productivity. In addition, the parties agree that a respectful workplace includes a safe and healthy workplace as defined by the *Nova Scotia Occupational Health and Safety Act*.

4.03 For greater certainty, nothing in this Agreement shall be construed so as to abrogate or derogate from the protection provided for the existing Aboriginal or treaty rights of the Aboriginal peoples of Canada by the recognition and affirmation of those rights in section 35 of the *Constitution Act*,1982.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 As a condition of continued employment with the Employer, all Employees covered by this Agreement shall become and remain members in good standing in the Union. All new Employees shall as a condition of continued employment become members of the Union upon completion of the six (6) month probationary period.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 The Employer agrees to deduct from every Employee covered by this Agreement any initiation fees and dues uniformly payable by all members, provided that the Employer has been given authorization by the Union and has been advised of the amount of dues to be deducted.

6.02 Deductions shall be made from each pay and shall be forwarded monthly by the fifteenth day of the following month to the CUPE National Secretary-Treasurer, 1375 St. Laurent Blvd., Ottawa, Ontario, K1G 0Z7, accompanied by a list of the Employees and their addresses from whom such deductions were made.

6.03 The Parties may agree to submit dues electronically through EFT. The above requested information will also be submitted electronically.

6.04 **Employee Contact Information**
The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail. The list will also indicate the Employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the Employee is on a leave of absence, the nature of the leave. The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Executive on a yearly basis.

6.05 The Employer shall advise a representative of the Union of all appointments, temporary positions, leave of absences, resignations, retirements, deaths, or other changes of status of its Employees.

6.06 **T-4 Slip**
The Employer will report the yearly amount of union dues paid by each Employee on the Employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

ARTICLE 7 - THE EMPLOYER AND THE UNION 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 the Articles dealing with Union Security and Dues Check-off.

7.02 On commencing employment, the Employee's immediate supervisor shall introduce the new Employee to the Union Steward or Representative. The Steward or Representative will provide the Employee with a copy of the Collective Agreement.

7.03 Union Orientation Sessions

(a) **Potential Employees**
During the interview process, the Employer will advise potential Employees that a collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

(b) **New Employees**
The representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee.

(c) **Orientation Sessions**
Where the Employer conducts staff orientation sessions, the Union will be provided a half hour during such session to make a presentation about membership in the Union.

(d) **Notification of new hires**
The Union will be notified of the full name, job title/classification and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all Employees hired into the bargaining unit prior to their first day of employment.

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer or designate and the Secretary of the Union or the CUPE Representative, where applicable.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

9.01 A Labour Management Committee shall be established consisting of up to two (2) representatives of the Union and up to two (2) representatives of the Employer. It is desirable that there be one (1) Union and one (1) Employer representative from each Department covered by this Collective Agreement. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the Employees. The CUPE Representative and/or President of CUPE 2618 may attend the Labour Management meetings in addition to the two (2) Union representatives.

9.02 The Committee shall concern itself with the following general matters:

(a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.

(b) Improving and extending services to the public.

(c) Promoting safety and sanitary practices.

(d) Reviewing suggestions from Employees, questions of working conditions and services (but not grievances concerned with service).

(e) Correcting conditions causing grievances and misunderstandings.

9.03 The Committee shall meet every four (4) months. If necessary, additional meetings may be called. Meetings will be scheduled at a mutually agreed time and place. The parties shall rotate chairing the meeting and setting the agenda to which either party may include items to be addressed. Employees shall not suffer any loss of regular earnings for time spent with this Committee.

9.04 Minutes of the meeting shall be prepared by a member of the Committee. The Co-chairs (Union and Management) of the committee will rotate chairing the meeting. The minute taker will be chosen from among the members of the committee on the opposite side, unless agreed otherwise. For example: when the Union is Chair, the Management records. Minutes will be distributed for approval within two (2) weeks 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 or the Employer to any decisions or conclusions reached in their discussion. 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 BARGAINING AND RELATIONS

10.01 In any discussion with the Employer, any Employee or group of Employees shall have the right to be represented by an elected or appointed representative of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

10.02 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative(s) shall have access to the Employee's premises, after receiving permission, in order to investigate and assist in the settlement of a grievance.

10.03 A Union Bargaining Committee shall be elected or appointed and consist of up to two (2) members of the Union and the CUPE Representative. It is desirable that there shall be one (1) Union representative from each department covered by this Collective Agreement. The Union will advise the Employer of the Union nominees to the Committee. The President of CUPE Local 2618 may also be in attendance.

10.04 All matters pertaining to rates of pay, hours of work, collective bargaining, and other working conditions shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

10.05 Subject to Article 34, in the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than twenty (20) calendar days after the request has been given, unless mutually agreed. Collective Bargaining shall take place during the normal working hours as per Article 18. No overtime is paid beyond the regular workday for a continuation of bargaining.

10.06 The Employer agrees that the two (2) Employees on the negotiating committee shall have the right to attend negotiating meetings including conciliation held within working hours with no loss of wages or benefits for time spent.

10.07 The Employer shall make available to the Union, on request; such information as is required by the Union for collective bargaining purposes, provided however that such request shall be reasonable.

10.08 Union officers and Committee members will be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration.

Permission to leave work during working hours for such purposes will first be obtained from the immediate supervisor. Such permission will not be unreasonably withheld.

All time spent in performing such Union duties, including work performed on various committees, will be considered as time worked.

ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE COUNCIL

11.01 The Employer agrees that on any changes of policy which would have the effect of reducing the size of the bargaining unit, that the matter shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider, and if deemed necessary, to speak on the matter.

11.02 The Employer shall provide to the Union a copy of any policy which may affect the Employees.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 A grievance procedure is established to provide for the orderly and speedy procedure for the settling of grievances. It is understood that upon commencement of the grievance process as stated in Article 12.06, the Employer shall not meet with the grievor to discuss the grievance directly or indirectly, without the presence of a Union Steward, or Union Executive member of Grievance Committee or CUPE Representative.

12.02 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Employer acknowledges that the Union may appoint one Shop Steward and a Grievance Committee to assist any Employee who the Shop Steward represents, in preparing, processing, and presenting the grievance in accordance with the grievance procedure. The Union shall select one Steward and a Grievance Committee Chairperson. These two shall form the Grievance Committee along with officers of the Local Union and a representative of the Canadian Union of Public Employees.

12.03 The Union shall notify the Employer in writing of the names of the members of the Grievance Committee.

12.04 The Employer agrees that the Steward shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that the Steward is employed full time by the Employer and that the Steward will not leave work during working hours except to perform duties under this Agreement. Therefore, the Steward shall not leave work without obtaining the permission of the supervisor, which permission shall not be unreasonably withheld.

12.05 **Permission to Leave Work – Grievor**
The Grievor will be entitled to leave their work during working hours to attend grievance meetings with the Employer. The Grievor's time spent in grievance meetings will be considered as time worked.

12.06 A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement.

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

Step 1
The aggrieved Employee(s) will submit the grievance to the Shop Steward and/or the Grievance Committee. At each step of the grievance procedure the Grievor shall have the right to be present. The Representative from Canadian Union of Public Employees has the right to be present at each step of the grievance process and negotiate a settlement of grievances.

Step 2
If the Steward and the Grievance Committee consider the grievance to be justified, the grievance will be submitted in writing to the Operations Manager within seven (7) working days from the date of the incident giving rise to the grievance. The Operations Manager shall render a decision in writing within five (5) working days after the meeting with the parties regarding the grievance.

Step 3
Failing satisfactory settlement being reached in Step 2, the Grievance Committee will submit the written grievance, containing particulars of the grievance and redress sought, to the Clerk Treasurer/Chief Administrative Officer within ten (10) working days from the day the Operations Manager rendered their decision. The Chief Administrative Officer shall render their decision within twenty (20) working days after the meeting with the parties regarding the grievance. The Clerk Treasurer/Chief Administrative Officer shall obtain the input of Council or its designated committee prior to making the reply.

Step 4
Failing satisfactory settlement being reached in Step 3, the Grievance Committee will submit the written grievance, containing particulars of the grievance and redress sought, to Village Council, or its designated Committee within ten (10) working days from the day the Clerk Treasurer/Chief Administrative Officer rendered their decision. Village Council or its designated Committee, after consultation with the Clerk Treasurer/Chief Administrative Officer, shall render its decision within ten (10) working days after the meeting with the parties regarding the grievance. The ten (10) working day period may be extended to the next regularly scheduled meeting of Council, or its designated Committee.

Step 5
Failing satisfactory settlement being reached in Step 4, the Union may, within ten (10) working days from the day Village Council or its designated Committee rendered its decision, give notice in writing to the Employer of its decision to refer the grievance to arbitration.

12.08 Replies to the grievances stating the reasons will be in writing at each Stage.

12.09 The Union and its representatives shall have the right to originate a grievance on behalf of an Employee or group of Employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Any grievance will be filed. Such a grievance shall commence at Step 2.

12.10 Grievances regarding requests to work under unsafe or unhealthy conditions including harassment and discrimination or on a Council policy will be filed at Step 3.

12.11 The Employer has the right to originate a grievance and such grievance shall be submitted to the Union in writing within seven (7) working days from the date of the incident giving rise to the grievance.

12.12 (a) A meeting between the parties shall take place at each step of the grievance procedure.

(b) The Employer shall supply the necessary facilities for the grievance meetings.

12.13 **Extension of Time Limits**

(a) The time limits set in both the Grievance and Arbitration procedures may be extended by written consent of both parties, provided neither side's position is unduly prejudiced by the delay. The request for the extension shall be in writing.

(b) Saturdays, Sundays, and Statutory Holidays are not included in the time limits for Article 12 or 13. Working days for the purposes of Articles 12 and 13 shall be Monday to Friday.

12.14 **Traditional Dispute Resolution**

On a purely voluntary basis, individual Grievors, who self- identify as having Indigenous descent, may choose to pursue grievances, following the Step 2 phase specified in Article 12.6, by utilizing the Traditional Dispute Resolution model attached as Schedule "B" to the Agreement. It is understood that if the grievance is not resolved through the Traditional Dispute Resolution process, it may be carried through the remainder of the normal Grievance Procedure and the time limits contained therein shall only apply upon the completion of the Traditional Dispute Resolution process/meeting. It is further understood that all grievance settlements achieved through the Traditional Dispute Resolution process will be without prejudice or precedent and shall not be relied upon in any proceeding as evidence of the proper interpretation of the Collective Agreement. A request to utilize the Traditional Dispute Model must be submitted to the Clerk Treasurer/CAO (or designate) within ten (10) business days. The Traditional Dispute Resolution process is available to all members of Local 2618.4 who self-identify as having Indigenous descent.

ARTICLE 13 - ARBITRATION

13.01 When either Party requests that a grievance be submitted to arbitration, the request shall be made by registered mail and email addressed to the other Party of the Agreement, indicating the name of its suggested sole Arbitrator(s). Within five (5) working days thereafter, the other Party shall answer by registered mail and email indicating the name and address of the agreed Arbitrator.

13.02 If the Party receiving the notice fails to appoint an Arbitrator, or if the Parties fail to agree upon a sole arbitrator within seven (7) days of receipt, the appointment shall be made by the Minister of Labour and Advanced Education upon request of either Party.

13.03 The decision of the Arbitrator shall be final and binding upon the Parties and upon the Employer or Employee affected by it. The Arbitrator shall not have the power to change this Agreement or to add, subtract, alter, modify, or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement which it deems just and equitable within the provisions of this Agreement.

13.04 Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply in writing, copied to the other Party, to the Arbitrator to clarify the decision, which shall be done within five (5) working days of receipt of the decision.

13.05 The fees and expenses of the Arbitrator shall be borne in equal amount by the Employer and the Union.

13.06 At any stage of the Grievance or Arbitration procedure, the Parties shall have the assistance of any Employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring Parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

13.07 No grievance shall be defeated or denied by any formal or technical objection. An Arbitrator shall have the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which the Arbitrator deems just and equitable.

13.08 The Parties may agree to use the services of a Mediator or Mediation-Arbitrator instead of arbitration. Any costs associated would be paid as per 13.05.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Following completion of the probationary period, an Employee may only be dismissed for just cause. When an Employee is suspended or discharged, the Employee shall be given the reason in writing by the Employer.

14.02 The Employer agrees to adhere to the principle of progressive discipline but shall not be prevented from terminating an employee by reason of a single act or incident where such act or incident is so serious in nature that it constitutes just cause for termination.

14.03 In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.

14.04 An Employee who is called to a meeting by the Employer for the purpose of receiving disciplinary action, suspension or discharge will be advised of the purpose of the meeting and will have the right to request the presence of a Union representative. Any and all discipline provided to the Employee will be deemed null and void unless a Union Representative is present.

14.05 Whenever the Employer or authorized agent deems it necessary to reprimand an Employee in a manner indicating that suspension or dismissal may follow any further infraction or may follow if such Employee fails to bring work up to a required standard by a given date, the Employer shall provide the Employee and the Union with a written statement of particulars concerning the reprimand.

14.06 Any disciplinary action will become a permanent part of the Employee's record for a period of thirty (30) months worked. At the end of this period, and if the Employee's record has been good during the thirty (30) month period, the disciplinary action will be removed from the file.

14.07 The Employer will notify an Employee in writing of any expression of dissatisfaction concerning their work within ten (10) working days of the event the complaint, with copies to the Union. This notice will include the particulars of the work performance which led to the satisfaction. If this procedure is not followed such expression of dissatisfaction will not become part of their record for use against them in regards to discharge, discipline, promotion, or any other related matter. This Article will be applicable to any complain to accusation which may be detrimental to an Employee's advancement or standing with the Employer where or not it related to their work. The Employee may replay to such complaint, accusation or expression of dissatisfaction will become part of their record.

14.08 Should it be found upon investigation that an Employee has been unjustly suspended or discharged , such Employee will be immediately reinstated in their former position without loss of seniority and will be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding

such discharge or suspension or by any other arrangement s to compensation which is just and equitable in the opinion of the partis or in the opinion of the Arbitrator if the matter is referred to such.

ARTICLE 15 - SENIORITY

15.01 Seniority is defined as the length of service with the Village of New Minas and Employees will be credited with all service from the date of hire with the Village of New Minas. Service will be credited towards pension, vacation and any other accrued benefits.

Seniority will, subject to Article 16.03, be a factor for determining promotions, transfers, layoffs, permanent reduction of the work force and recall. A transfer shall be from the bargaining unit to a position outside the bargaining unit and return, or from one classification to another.

Seniority will operate on a bargaining unit basis for the purpose of promotions, transfers, layoffs and permanent reduction of the work force and recall.

15.02 The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

The list shall be posted for a period of thirty (30) days during which time any errors or omissions shall be forwarded to the Employer for revision. The finalized list shall then be posted and shall be deemed as accurate by the Parties.

15.03 A newly hired Employee shall be on probation for a period of six (6) months from the date of hiring and shall have no seniority rights during that period. After completion of the probationary period, the Employee's seniority shall date back to the day on which employment began. A probationary Employee may be terminated at any time during the probationary period without cause subject to the *Nova Scotia Human Rights Act*.

15.04 An Employee shall not lose seniority rights if the Employee is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer, except as provided in this Agreement. An Employee shall only lose seniority in the event:

(a) the Employee is discharged for just cause and is not reinstated;

(b) the Employee resigned verbally or in writing and does not withdraw the resignation within two (2) working days;

(c) the Employee is absent from work in excess of two (2) consecutive working days without sufficient cause and without notifying the Employer unless such notice was not reasonably possible;

(d) the Employee fails to return within seven (7) working days of the recall following a layoff and after being notified by registered mail and email to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of the Employee's current address. An Employee recalled for casual work or employment of short duration at a time when the Employee is employed elsewhere shall not lose recall rights for refusal to return to work, and

(e) the Employee is laid off for a period longer than twelve (12) consecutive months from the date of layoff.

15.05 No Employee shall be transferred to a position outside the bargaining unit without the Employee's consent. If an Employee is transferred to a position outside of the bargaining unit, the Employee shall retain seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. An Employee shall have the right to return to a position in the bargaining unit at any time during the trial period, which shall be a maximum of a six (6) month trial period. If an Employee returns to the bargaining unit, the Employee shall be placed in the Employee's former position. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

ARTICLE 16 - PROMOTION AND STAFF CHANGES

16.01 When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall post notice of the position on all bulletin boards for a minimum of one week, so that all Employees will know about the vacancy or new position.

16.02 Such notice shall contain the following information: nature of position; qualifications; required knowledge and education; skills; shift; wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

16.03 Both parties recognize:

(a) the principle of promotion within the service of the Employer;

(b) that job opportunity should increase in proportion to length of service.

In selecting an individual to fill any position, appointment shall be made of the applicant with the posted skills, abilities and qualifications. Where two or more

applicants meet the minimum job requirements as posted on the job posting, then seniority will govern.

16.04 The successful applicant promoted from within the bargaining unit to a position within the bargaining unit shall be placed in the position on trial for a period of seventy-five (75) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, the Employee shall be returned to the former position, wage rate, and without loss of seniority. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

16.05 Consideration for promotion within the bargaining unit may be given to the senior applicant who does not possess the required qualifications but is preparing for qualification prior to filling of vacancy. Such Employee may be given a trial period to qualify within a reasonable length of time and to revert to the former position if the required qualifications are not met within such time.

16.06 Within seven (7) working days of the appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls, retirements and terminations of employment within the bargaining unit.

16.07 An Employee covered by this Agreement who has given good and faithful service to the Employer, and who through advancing years, injury, illness, or temporary disablement is unable to perform regular duties, may be placed in other work which the Employee can do, if such work is available, except such Employee shall not displace another Employee who has acquired seniority.

16.08 Training opportunities shall occur throughout the year. Employees who would like to learn any of the core responsibilities of the job in a higher classification will be given the opportunities whenever possible subject to operational requirements and the authorization from the Municipal Operations Manager.

16.09 There shall be a position of Foreperson. This position shall carry out certain responsibilities as assigned in addition to the normal work of the bargaining unit. The Foreperson shall be paid at the normal wage rate for the position. Any Employee who is assigned to act as the Foreperson will receive the rate or, $20 per day, whichever is greater for all time spent in the position.

ARTICLE 17 - LAYOFFS AND RECALLS

17.01 Both parties recognize that job security shall increase in proportion to length of service. In the event of lay-off, Employees shall be laid off in reverse order of their seniority having the qualifications to perform the remaining work.

17.02 Employees shall be recalled to their Department in order of their seniority provided they are qualified to do the work.

17.03 Provided they are qualified to do the work, Employees shall be offered a recall before casual, temporary or new Employees are hired.

17.04 Unless legislation is more favourable to the Employees, the Employer shall notify Employees who are to be laid off ten (10) working days prior to the effective date of lay-off. If the Employee has not had the opportunity to work the days as provided in this Article, the Employee shall be paid for the days for which work was not made available. This provision does not apply to short term recalls of less than one (1) month.

17.05 Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance procedure.

ARTICLE 18 - HOURS OF WORK

18.01 (a) The Employer agrees that the normal working days shall be five (5) days from Monday to Friday; and eight (8) hour day from 8:00 a.m. to 4:30 p.m. constituting a forty (40) hour work week.

18.01 (b) Employees will be granted a flexible work schedule when requested if operationally possible during excessive heat periods.

18.02 The Parties agree that during the winter months (from approximately December 1st to March 31st), that a flexible work schedule may be put in place from Monday to Friday which will provide for three (3) Employees to commence their normal hours of work up to two (2) hours prior to the normal start time as referred to in Article 18.01. Additionally, the flexible work schedule will provide for three (3) other Employees to commence their normal hours of work up to five (5) hours later than their normal start time as referred to in Article 18.01. Employees shall rotate between the 2 shifts on a weekly basis. Employees who work the later shift will work 8 am to 4:30 pm unless there is a weather event to delay the start time. Employees will be notified by noon of the preceding day, if they are required to delay their start time. Employees shall be paid a premium of $1.00 per hour for all hours scheduled to work after the normal work day as per 18.01. 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. If employees do not receive the required notice, they will be paid overtime for all hours worked beyond 4:30pm.

18.03 It is agreed that the Employee's completion time of their shift will be adjusted according to the commencement.

18.04 Employees sent home due to inclement weather will receive a minimum reporting pay of four (4) hours pay. Employees who do not report for work on stormy days, other than those sick or injured, will lose the time. An Employee sent home after working four (4) hours will receive eight (8) hours pay.

18.05 Employees shall be allowed five (5) minutes wash-up time before lunch period and before quitting time.

18.06 An Employee shall be permitted a rest period of fifteen (15) consecutive minutes at a reasonable time in both the first and the second half of a shift to be taken in a manner determined by the Operations Manager or designate. Meal breaks shall be for thirty (30) minutes and provided as per past practice.

ARTICLE 19 - OVERTIME

19.01 All time worked before or after the regular workday and the regular work week, or on a holiday, shall be considered overtime for Full-Time Employees. Part-time Employees shall not be entitled to overtime until they have worked the equivalent of full-time hours.

19.02 Overtime work on any given Saturday shall be paid at the rate of time and one half. Overtime worked on any given Sunday shall be paid at the rate of double time.

19.03 For overtime work on a holiday on which an Employee was not scheduled to work, in addition to the regular pay for holiday, the Employee shall be paid at the rate of double time.

19.04 Overtime worked during the hours between 12:00 midnight and 8:00 a.m. shall be paid for at the rate of double time if the Employee has not received a rest period during the sixteen hours immediately preceding the commencement of such overtime work. Rest period shall be defined as four (4) continuous hours.

19.05 Employees shall be provided with a meal if required to report to work more than two hours prior to the beginning of the normal shift, or when an Employee completes two hours or more of continuous overtime beyond a normal shift as per past practice.

19.06 Overtime shall be based on the seniority of Employees but shall be equitably rotated through those Employees who have received the training for the overtime required.

19.07 Anything which disrupts the normal routines or conditions of the Village is an emergency, and Employees are expected to be available for overtime work.

19.08 The first option for overtime will go to regular staff prior to calling back laid off Employees.

19.09 An Employee who has completed a regular day's work and who is not advised to return to work at a specific time before their next normal working day and who has left the place of work and is called back to work shall be compensated for the actual hours worked at the applicable rate of pay or three (3) hours at the appropriate overtime rate, whichever is greater.

If a subsequent call is received prior to returning home, it will be a continuation of the call out. Once an Employee has returned home from a call out, a subsequent call shall trigger a new call out.

Employees who are called out to work between the hours of 11:00 pm and 3:00 am will be allowed an eight (8) hour rest period at the end of the work they were called out for. Such rest period shall be without loss of pay should such eight (8) hours overlap with the normal workday.

19.10 (a) Employees required to be on call shall be paid the rate of two hundred and twenty-five ($225.00) per week for the week that they are on call. Each April 1 during the life of this Collective Agreement the amount will increase by $5.00. This payment shall be in addition to the payment made in 18.02 above.

(b) If an Employee on call wishes to exchange their week with another Employee for part of the on-call shift, such arrangements shall be negotiated between the Employees and the Supervisor will be notified of such change.

19.11 Instead of cash payment for overtime, an Employee may choose to receive time off in lieu at a time that is mutually agreed upon. Such time off in lieu shall be taken in increments of eight (8) hours or less. The maximum accumulation of time off in lieu shall be forty (40) hours per fiscal year.

ARTICLE 20 - HOLIDAYS

20.01 The Employer recognizes the following as paid holidays:

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

And any other day proclaimed as a holiday by the Federal or Provincial Government.

In order to qualify for pay, an Employee must work the working day immediately preceding and the working day immediately following the holiday except if the Employee has permission from the Employer or can produce evidence that absence was due to illness or unavoidable circumstances.

Part-time Employees shall receive holiday pay on a pro-rata basis, based upon the hours paid in the previous thirty (30) calendar days.

20.02 When any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

20.03 When any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday or Tuesday (in the case of Christmas Day) shall be deemed to be the holiday for the purpose of this Agreement.

20.04 If any of the above-mentioned holidays should fall on an Employee's regular day off, the Employee shall receive holiday pay equal to one day's pay, or shall receive another day off with pay, at a time mutually agreed upon between the Employee and the Employer.

ARTICLE 21 - VACATIONS

21.01 An Employee shall receive annual vacation with pay on a fiscal year basis in accordance with the employee's years of employment, as follows:

Start of Employment to the end of their 8th year	three weeks (15 working days)
From 9 years of Employment to the end of their 15th year	four weeks (20 working days)
From 16 years of Employment to end of their 25th year	five weeks (25 working days)
after twenty-five years	five weeks plus one day (26 working days)
after twenty-six years	five weeks plus two days (27 working days)

after twenty-seven years	five weeks plus three days (28 working days)
after twenty-eight years	five weeks plus four days (29 working days)
after twenty-nine years	six weeks (30 working days)

21.02 Vacations are to be taken on a fiscal year basis. In the first year or part thereof to March 31st a pro-rated portion of three (3) weeks (15 working days) can be taken. Vacation will be prorated in accordance with the anniversary date. Vacations must be taken in the fiscal year in which they become due. Carryover of vacation may be granted on an individual basis. Where granted, arrangements will be mutually agreed between Employee and Employer.

21.03 Vacation will not accumulate during an unpaid leave of absence in excess of three (3) months, during lay-off, or while on Workers' Compensation for more than twenty-four (24) consecutive months.

21.04 If a paid holiday falls or is observed during an Employee's vacation period, the Employee shall be allowed an additional vacation day with pay at a time mutually agreed upon by the Employee and the Employer. If agreement on the time off cannot be reached within 60 days, the Employee shall be paid for the holiday at the regular rate of pay.

21.05 Vacation pay for each day of vacation shall be at the Employee's daily rate.

21.06 An Employee terminating employment at any time in the Employee's vacation year, before the Employee has had vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. An Employee terminating employment at any time in the Employee's vacation year after taking vacation shall have the period of notice and/or final termination pay adjusted accordingly to reflect that proportion of the vacation unearned.

21.07 All Employees shall be granted the vacation period at such time as may be mutually agreed upon by the Employer and the Employee. Preference in choice of vacation dates shall be on the basis of seniority.

A vacation calendar will be circulated amongst Employees, by seniority, starting March 1st. Each Employee will choose their vacation. The calendar will continue to be circulated by seniority until all vacation has been chosen. Once vacation is chosen, an Employee may not bump another Employee from their chosen vacation.

Vacation schedules shall be posted by April 1st of each year and shall not be changed without the mutual agreement of the Employer and Employee.

Vacation requests received after April 1st shall be granted on first come first served basis with a maximum of two Employees being granted vacation for any one day.

21.08 An Employee shall be entitled to receive vacation in an unbroken period up to two (2) weeks. Any block of time requested greater than a two-week period may be taken with the expressed written permission of the Operations Manager. Employees may take shorter blocks of time throughout the year without written permission for any time requested in less than a two-week block. Vacations shall be granted on a basis of seniority until they are posted on April 1.

21.09 No Employee shall be required to work during their scheduled vacation period. However, should an Employee agree to work when requested during the scheduled vacation, the Employee shall be paid at double their regular rate of pay in addition to the vacation pay for the day.

ARTICLE 22 - SICK LEAVE PROVISIONS

22.01 Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, under examination or treatment of a physician, chiropractor, or dentist because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

22.02 Twenty (20) days sick leave per year shall be earned by an Employee at the rate of one point sixty-seven (1.67) days for every calendar month or part thereof, while in receipt of wages from the Employer.

22.03 The unused portion of an Employee's sick leave shall accumulate to a maximum of one hundred and ninety (190) working days, for their future benefit.

22.04 A deduction shall be made from accumulated sick leave for all normal working hours absent for sick leave. Time will be deducted in fifteen (15) minute increments for time away from work as per Article 22.01.

22.05 An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days, certifying that the Employee was unable to carry out duties due to illness. The Employer will notify the Employee that a certificate is required prior to their return to work.

Where the Employer observes that an Employee's sick leave absenteeism is excessive (that is consistently above the bargaining unit average and all attempts to reduce usage fail) and/or possibly being used in questionable circumstances, the Employer shall meet with the Union and the Employee to explain its position. If not resolved, then they may require a medical prognosis from an independent medical practitioner. When an Employee is directed to such independent medical

practitioner, all expenses incurred in attending such appointment, shall be paid by the Employer.

22.06 In the case of an absence of an Employee due to sickness, the Employee's supervisor must be notified by the time the Employee would normally have commenced work. In the case of an Employee leaving the job because of sickness, the Employee's supervisor must be notified immediately. In the event a failure to so notify is not legitimate, the Employee shall not be entitled to sick pay for that day. The Employer reserves the right to investigate any reported illness of an Employee.

22.07 When an Employee is given leave of absence for any reason (except Article 23.02) without pay, they shall not receive sick leave credit for the period of such absence. When an Employee is laid off, they shall not receive sick leave credits for the period of the layoff. In both cases, the Employee shall retain the cumulative credit, if any, existing at the time such absence or lay-off commenced. Any sick leave accumulated will be retained during the leave of absence.

22.08 Immediately after the close of each calendar year, the Employer shall advise each Employee in writing of the amount of sick leave accrued to the Employee's credit.

22.09 The Parties agree that if an Employer requires a certificate from a medical practitioner and the medical practitioner requires a fee for a written confirmation that the Employee was unable to carry out their duties due to illness, the Employer will pay any cost associated for the confirmation.

22.10 When an accommodation is requested/required, the Employer, Union and Employee will work together to find a subtle accommodation for the Employee up to undue hardship.

22.11 **Leave for Family Illness**
In case of illness of a member of any Employee's immediate family as defined in Article 23.02 (a), an Employee may use their sick time. Leave shall be deducted from accumulated sick leave credits.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Upon request, the Employer agrees to grant a leave of absence to a maximum of ten (10) working days per year with pay, and without loss of benefits and seniority, to one Employee elected or appointed to represent the Union at conventions, education or to one Employee in order that the Employee may attend Executive and Committee meetings of CUPE, and its affiliated or chartered bodies. These days allotted will be for the full bargaining unit to use each year.–The Employer shall continue the pay of such Employee and the

Employer shall bill the Union for the Employee's pay and the Union shall reimburse the Employer accordingly.

23.02 Employees covered by this Agreement shall be entitled to the following Bereavement Leave:

(a) When a death occurs in an Employee's immediate family, they shall be granted five (5) working days with no loss of regular earnings following the date of death. Immediate family includes father, mother, spouse, partner, common law spouse, brother, sister, son, daughter, pregnancy loss, father-in-law, mother-in-law, step-parents, step-children, and foster children.

(b) Employees shall be granted three (3) days off with pay when there is a death of a relative who is not a member of his immediate family. This includes grandfather, grandmother, grandson, granddaughter, brother-in-law, and sister-in-law.

(c) On the death of any other relative, former and fellow Employees, and close friends, Employees may be granted one (1) working day off with pay to attend the funeral.

(d) An Employee shall be granted two (2) additional days bereavement leave with no loss of regular earnings, provided they are regular working days, on the death of a member of the immediate family outside the Province and the Employee attends the funeral, where such additional leave is required for reasonable travel to and from the funeral.

(e) The Employer may grant additional bereavement leave with or without pay depending upon the circumstances.

(f) If the bereavement period occurs during the Employee's scheduled vacation or on a holiday, the Employee can claim the bereavement leave and reschedule their vacation days at a time mutually agreed upon.

(g) Employees may request to have one (1) or more days of bereavement leave held for the burial or celebration of life at a later date.

(h) Due to circumstances in the modern-day family, the Employer may allow for bereavement leave to be given to those persons who may not fit the legal definition of those stated in 23.02 but who fill that role within the Employees family.

23.03 The Employer shall grant leave of absence without loss of seniority benefits to an Employee who serves as a juror or witness in any court. The Employer shall pay such an Employee the difference between the Employee's normal earnings and the payment the Employee receives for jury service or court witness, excluding

payment for traveling, meals, or other expenses. The Employee will present proof of service and the amount of pay received. Time spent by an Employee required to serve as a court witness in any matter arising out of the Employee's employment shall be considered as time worked at the appropriate rate of pay.

23.04 An Employee shall be allowed the necessary time off with pay to process their personal Canadian citizenship application and become a Canadian citizen.

23.05 An Employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade employment qualification if they are relevant to the Employee's employment and upon request.

23.06 An Employee shall be permitted a leave of absence without pay and benefits and without loss of seniority when the Employee requests such leave for good and sufficient cause. Such request shall be in writing and valid if approved by the Employer.

23.07 **Other Leaves**
An Employee shall be entitled to all leave as provided by the applicable legislation.

23.08 The Employer agrees that any staff members who are volunteer fire fighters with the Fire Departments in the Village of New Minas and surrounding areas may, with permission of the Operations Manager, which permission is not to be unreasonably withheld, respond to emergency call as per normal response protocol during work hours with no loss of pay of benefits after prior consultation with their Operations Manager or designate.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 (a) Employees shall receive payment by direct deposit for wages earned by Employees on Thursday of every second week in accordance with Schedule "A" attached hereto and forming part of this Agreement. The Employer shall make available information detailing their earnings and deductions no later than the day the deposit is made to their bank account.

(b) The work week for pay purposes shall be 12:01am on Sunday to 11:59pm on the second Saturday.

(c) The Employees shall be given prior written notification if for any reason any of their pay (regular/OT) will not be paid biweekly.

24.02 Any Employee covered by this Agreement who is temporarily assigned to another position, for which the rate of pay is higher than the rate of pay for such Employee's regular position, shall receive the higher rate of pay for the day.

24.03 Any Employee covered by this Agreement who is temporarily assigned to another position for which the rate of pay is lower than the rate for such Employee's regular position, shall receive their regular rate of pay while so employed and not the rate of pay for the temporary assignment.

24.04 **Retirement Allowance**
An Employee that retires after attaining the age of fifty-five (55) and reaching 15 years of service with the Employer shall receive a payment of $75.00 for each complete year of service with the Employer. They shall also receive the Years of Service Award with the Village.

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Existing classifications shall not be eliminated by the Employer without prior agreement with the Union. The Union shall be given the opportunity to offer input and comments on any changes to job descriptions and requirements where such changes would materially alter the present descriptions and requirements.

25.02 For any position not covered by Schedule "A", which may be established during the life of this Agreement, or if existing job duties are substantially changed, the rate of pay shall be subject to negotiation between the Employer and the Union. If the parties are unable to agree on the rate of pay for the position/classification, the matter may be referred to grievance. The rate shall become retroactive to the day the position was first filled by an Employee.

ARTICLE 26 - EMPLOYEE BENEFITS

26.01 (a) The Employer agrees (subject to the provisions of the Plans) that it will continue to pay its share of Pension and Medical premiums, provided the Employee continues to pay their share of premiums, for a maximum period of one (1) year for Employees who are on an authorized leave of absence or are in receipt of Workers' Compensation.

(b) Employees who are on an authorized leave of absence, extended unpaid sick leave, LTD, or Worker's Compensation in excess of one (1) year or are not receiving remuneration from the Employer are responsible for 100% of the premiums of their medical and pension contributions if they elect to continue to receive the benefits.

(c) An Employee shall be entitled to be paid out of accumulated sick leave while waiting for receipt of Workers' Compensation benefits.

(d) Such payment shall be made subject to Workers' Compensation Board Regulations and provided that there is no additional cost or penalty to the Employer.

26.02 In addition to Canada Pension Plan, every Employee shall participate in the Pension Plan of the Employer, in accordance with the Village of New Minas and subject to the provisions of the Plan.

The Parties shall meet during the term of the Agreement to discuss the Pension Plan, including contributions, options, and alternatives for improvement of the benefits if there are improvements to the Multi Sector Pension Plan throughout the life of the Agreement.

For the purpose of meeting the contribution requirements set out in Article 26.04 the following shall be included: gross salary, monetary benefits including overtime, call out pay, stand-by pay, statutory holidays, approved leave of absence with pay, and acting pay when assuming the position of a higher rated job.

26.03 Subject to provisions of the Plans, the Employer shall provide a Group Insurance Plan, including Life Insurance, Accidental Death and Dismemberment, Long Term Disability, Dental and Health, for the benefit of Employees. Employees are required to join the Plan subject to the terms and conditions of the Plan unless they are covered under a spousal plan. Employees shall pay 100% of the premium for the Long-Term Disability and 50% for Life Insurance and Accidental Death and Dismemberment premiums, and 40 % for the premiums of the Group Health and Dental Plan.

26.04 The Employee's contribution as below shall be automatically deducted from each pay by the Employer. The Parties agree that the total contributions for the MSPP and the existing retirement arrangement shall be as follows:

	Signing of the Collective Agreement	1-Apr-23	1-Apr-24
Employee Contributions	6.%	7%	8%
Employer Contributions	6.%	7%	8%
Total Contributions to the Village of New Minas Pension	1.5%	3.5%	5.5%
Total Contributions to the MSPP	10.5%	10.5%	10.5%

26.05 1. (a) “Plan” means the Multi-Sector Pension Plan

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

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

(c) “Eligible Employee” means all employees in the bargaining unit who have met the eligibility requirements of working 500 hours.

2. Each Eligible Employee shall contribute for each pay period an amount equal to 5 % of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 5.5% of Applicable Wages to the Plan.

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

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

For further specificity, the items required for each Eligible Employee by Article 26.05.4 of the agreement include:

(a) To be Provided at Plan Commencement
   i) date of hire;
   ii) date of birth;
   iii) Social Insurance Number;
   iv) date of first contribution;
   v) seniority list to include hours from date of hire to Employer's fund entry date; and
   vi) gender.

(b) To be Provided with each Remittance
   i) name;
   ii) Social Insurance Number;
   iii) monthly remittance;
   iv) pensionable earnings;
   v) year to date contributions;
   vi) employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) To be Provided Initially and as Status Changes
   i) full address;
   ii) termination date where applicable (MM/DD/YY)
   iii) marital status, and any change to marital status;
   iv) date of death (if applicable).

26.06 Any improvements that are made to the group benefits plan will be extended to the Employees covered under this Agreement.

26.07 Employees who leave the employ of the Village of New Minas will be given information regarding transferring to an individual benefit plan.

ARTICLE 27 - SAFETY AND HEALTH

27.01 The Union and the Employer shall cooperate in improving rules and practices which will provide adequate protection to Employees engaged in hazardous work.

27.02 The Village and the Union agree that the Employees covered by this Agreement shall be covered by the *Nova Scotia Occupational Health and Safety Act*.

27.03 Employees working in any unsanitary or dangerous jobs shall be supplied with the tools, safety equipment, and protective clothing deemed necessary by the Employer and/or the Joint Occupational Health and Safety Committee.

27.04 No Employee shall be disciplined for refusal to work on a job which in the opinion of the Occupational Health and Safety Committee or the Department of Labour and Advanced Education is unsafe.

27.05 The Employer and the Union shall be notified of each accident or injury, which shall be investigated as soon as possible as to the nature and cause of the accident or injury.

27.06 An Employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at the regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the Employee is fit for further work on that shift. An Employee who has received payment under this Section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

27.07 A First Aid Kit shall be supplied by the Employer to each mobile unit of Employees and in other appropriate locations of the Employer.

ARTICLE 28 - TECHNOLOGICAL AND OTHER CHANGES

28.01 The Employer agrees to notify the Union three (3) months before the introduction of any technological or other change which would have a significant impact on the work and/or working conditions of the Employees covered by this Agreement.

ARTICLE 29 - JOB SECURITY

29.01 In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services normally performed by the Employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part to any other plant, person, company, or non-unit Employee which will reduce the present staff or reduce the hours of work or overtime for Employees in the bargaining unit.

ARTICLE 30 - UNIIFORM AND CLOTHING ALLOWANCE

30.01 Each April 1, the Employer agrees to provide each Full time Employee, a maximum of $550 (excluding taxes and upon submission of receipts) toward a clothing allowance. The Clothing/Safety Gear that is eligible are the following:

(i) Coveralls/Overalls/Work pants
(ii) Work boots/Safety Shoes
(iii) Work Jackets (Winter/Summer)

30.02 Employees shall be responsible for ensuring that clothing purchased in accordance with Article 30.01 is compliant with occupational health and safety

requirements and should said compliance require the purchase of additional or replacement items, within a given fiscal year, the costs shall be borne solely by the Employee.

30.03 Quality gloves, work shirts, rain suits, safety rubber boots, and all other safety supplies shall also be provided by the Employer at no cost to the Employees.

30.04 Any difference of opinion between the Operations Manager and the Employee regarding the requirement of clothing/safety gear shall be referred to the Clerk Treasurer/CAO for resolution.

30.05 The Employee shall be responsible for the care of all equipment issued to them and shall return such equipment to the Employer on request or when replacement is required. All damage to safety equipment supplied by the Employer is to be reported immediately to the Employer.

30.06 Any identifying marks or insignia required by the Employer to be placed on any clothing or uniforms per this Article shall be excluded from this allowance and the cost be wholly borne by the Employer.

30.07 All damage to clothing supplied by the Employer is to be reported immediately to the Employer. Any clothing/boots supplied by the Employer that is damaged by reason of some unpreventable workplace incident shall be replaced by the Employer.

ARTICLE 31 - GENERAL CONDITIONS

31.01 Proper accommodation shall be provided for Employees to have their meals and store and change their clothes.

31.02 The Employer shall provide bulletin boards in each worksite 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.

31.03 The Employer shall supply all tools and equipment required by Employees in the performance of their duties, as deemed necessary by the Department head. Replacement will be made by producing the worn or broken tool.

31.04 The time limits in this Agreement may be extended on mutual written agreement of both parties. The request for such extension shall be in writing.

ARTICLE 32 - EMPLOYEE & FAMILY ASSISTANCE PROGRAM

32.01 The Parties agree that without detracting from the rights and obligations of this Agreement to cooperate in assisting and encouraging Employees to seek assistance through the Employee Family Assistance Program.

ARTICLE 33 - PRESENT CONDITIONS AND BENEFITS

33.01 All rights, benefits, privileges and working conditions which Employees now enjoy, receive, or possess shall continue to be enjoyed and possessed insofar as they are consistent with this agreement but may be modified by mutual agreement between the Employer and the Union.

33.02 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 the Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the Agreement for negotiation.

33.03 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to recommend that:

(a) Employees shall be credited with all seniority rights with the new Employer;

(b) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer;

(c) All work, and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer, and

(d) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.

(e) An Employee shall be given six (6) months' notice, or six (6) months' pay, at the option of the Employer, and if the Employee finds employment during the six (6) months, the Employee may terminate without notice if the Employer:

(1) ceases wholly or partly the operations,
(2) merges with another Employer,
(3) changes operating methods

And the Employer is unable to provide work for displaced Employees at the same regular rate of pay in a comparable class of work.

33.04 The Employer shall pay the fees for all certifications and Class 3 drivers' licenses, including the cost of any related physical examination required by the Employer and/or the Department of Labour and Advanced Education for each Employee who is required to renew such certifications and licenses as a requirement of their classification.

33.05 (a) The Employer shall make available to the Employee and pay for the Continuing Education Units required for Employees to obtain and maintain their water and wastewater certifications.

(b) Employees may submit a request for a particular educational opportunity to the Operations Manager. The Operations Manager will respond to the request within ten (10) working days.

ARTICLE 34 - TERM OF AGREEMENT

34.01 This Agreement shall be binding and remain in effect from the date of signing to March 31, 2026 and shall continue from year to year thereafter unless either Party gives the other Party notice to bargain in writing between the period of thirty (30) and ninety (90) days prior to the expiry date of the Agreement. The Parties shall enter into negotiations for a new Agreement within twenty (20) working days of receipt of such notice, unless mutually agreed otherwise. Wage increases only shall be retroactive to April 1, 2022.

34.02 Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement.

34.03 Any mutually agreed written changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

34.04 **Retroactive Pay**
Employees who work any hours between the termination date of this Agreement and the effective date of the new agreement shall receive the full retroactivity of any increase in wages for all the time they were paid.

SIGNED at New Minas, Nova Scotia this 30 day of November, 2022.

Village of New Minas

Canadian Union of Public Employees, Local 2618-04

:kgp/cope491

SCHEDULE "A"

CLASSIFICATIONS AND WAGES
PUBLIC WORKS DEPARTMENT:

CLASSIFICATION	Retroactive to April 1, 2022	April 1, 2023	April 1, 2024	April 1, 2025
		5%	2%	2% or COLA*
Foreperson	$29.00	$30.45	$31.06	$31.68
Lead Hand	$26.00	$27.30	$27.85	$28.41
Operator/Skilled Labourer	$24.00	$25.20	$25.70	$26.21
Skilled Labourer	$22.00	$23.10	$23.56	$24.03
Labourer	$19.50	$20.48	$20.89	$21.31

* Whichever is greater

WATER COMMISSION:

CLASSIFICATION	Retroactive to April 1, 2022	April 1, 2023	April 1, 2024	April 1, 2025
		5 %	2%	2% or COLA*
Utility Operator, Level 2	$31.00	$32.55	$33.20	$33.86
Utility Operator, Level 1	$29.00	$30.45	$31.06	$31.68
CLASSIFICATION	Retroactive to April 1, 2022	April 1, 2023	April 1, 2024	April 1, 2025
PIO Utility Operator, Level 2	$35.32	$36.03	$36.75	$37.49

* Whichever is greater

PIO Utility Operator 2 will not be subject to the COLA unless the Utility Operator Level 2 rate reaches the rate of the PIO.

The CPI factor used for this calculation shall be the average CPI for Nova Scotia (all jobs) as reported by Statistics Canada for the 12-month period beginning February of the prior year to the end of February of the current year.

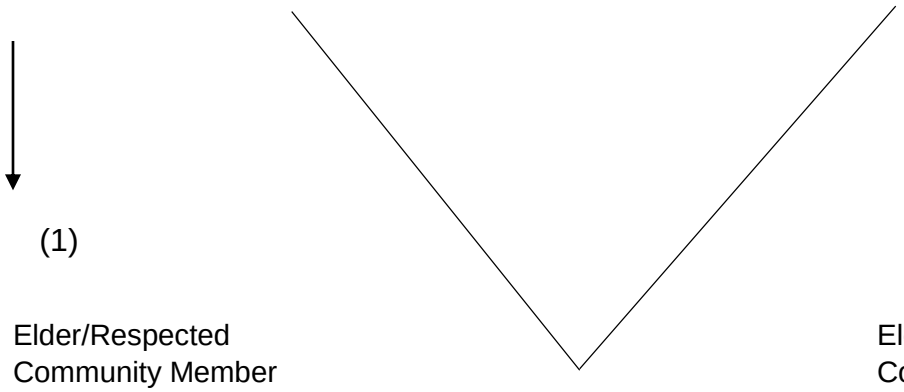
Any Employee who is assigned to act as the Foreperson will receive the rate or $20 per day whichever is greater for all time spent in the position in accordance with 16.09

Any Employee who is assigned to act as Direct Responsible Charge (DRC) shall be paid an additional $30.00 per day.

Employees who complete Class 1 or Class 2 qualifications shall, upon proof of successful completion, receive a one-time payment of $500.00 for each level.

SCHEDULE "B"
TRADITIONAL ABORIGINAL DISPUTE RESOLUTION

UNION (2) EMPLOYER (2)

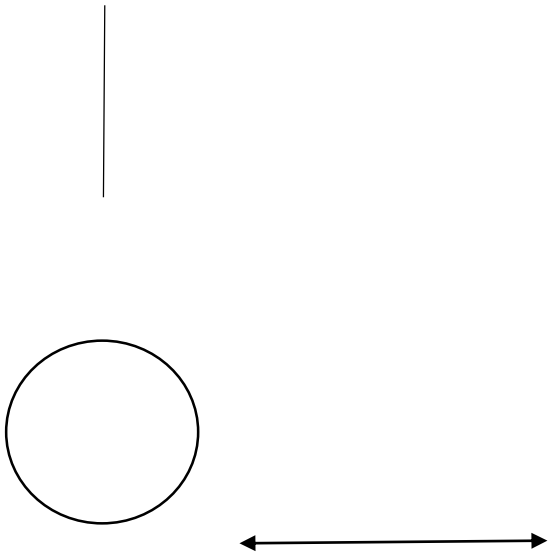


(1) (1)

Elder/Respected Community Member

Elder/Respected Community Member

Mutually Agreed Elder/Respected Community Individual



Traditional “talking” circle where Elder/ Individual calls upon sacred objects to assist in the resolving of issues

:kgp/cope491