

COLLECTIVE AGREEMENT

BETWEEN:

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

AND

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

(Expiry Date - December 31, **2026**)

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE.....	2
ARTICLE 2 - MANAGEMENT RIGHTS.....	2
ARTICLE 3 - RECOGNITION AND NEGOTIATION.....	3
ARTICLE 4 - NO DISCRIMINATION.....	4
ARTICLE 5 - DEFINITIONS.....	5
ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT.....	6
ARTICLE 7 - CHECK-OFF OF UNION DUES.....	6
ARTICLE 8 - CORRESPONDENCE.....	7
ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE.....	7
ARTICLE 10 - LABOUR MANAGEMENT BARGAINING.....	7
ARTICLE 11 - GRIEVANCE PROCEDURE.....	7
ARTICLE 12 - ARBITRATION.....	9
ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE.....	10
ARTICLE 14 - SENIORITY.....	11
ARTICLE 15 - PROMOTION AND STAFF CHANGES.....	12
ARTICLE 16 - LAY-OFFS AND RECALLS.....	15
ARTICLE 17 - HOURS OF WORK.....	15
ARTICLE 18 - OVERTIME.....	16
ARTICLE 19 - HOLIDAYS.....	17
ARTICLE 20 - VACATIONS.....	18
ARTICLE 21 - SICK LEAVE PROVISIONS.....	19
ARTICLE 22 - LEAVE OF ABSENCE AND BEREAVEMENT LEAVE.....	21
ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCE.....	22
ARTICLE 24 - EMPLOYEE BENEFITS.....	23
ARTICLE 25 - SAFETY AND HEALTH.....	25
ARTICLE 26 - UNIFORMS AND CLOTHING ALLOWANCE - Public Works Department.....	26
ARTICLE 27 - GENERAL CONDITIONS.....	26
ARTICLE 28 - TERM OF AGREEMENT.....	26
ARTICLE 29 - BENEFIT AND BINDING.....	27
ARTICLE 30 - SIGNATORIES.....	28
SCHEDULE "A" - ECONOMIC INCREASES.....	29
SCHEDULE "B" - WORK SCHEDULE - PUBLIC WORKS.....	30
SCHEDULE "C" - MULTI-SECTOR PENSION PLAN.....	31
SCHEDULE "D" - OVERALL DIRECT RESPONSIBLE CHARGE ASSIGNMENT.....	34

This Agreement is made this _____ day of _____ A.D., 2024

Between:

THE TOWN OF MIDDLETON
hereinafter called the "Employer",

PARTY OF THE FIRST PART,

-and-

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

PARTY OF THE SECOND PART.

ARTICLE 1 - PREAMBLE

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

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

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

ARTICLE 2 - MANAGEMENT RIGHTS

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

- a. maintain order, discipline and efficiency, hire, discharge, direct (including assignment of work), classify, reclassify, transfer, promote, demote and suspend, or otherwise discipline any Employee covered by this agreement, provided however, a claim that any Employee has been discharged, suspended, disciplined or demoted without just cause, may be the subject of a grievance and dealt with as hereinafter provided in Article 11.
- b. possess and exercise all other rights and functions, powers, privileges and authority with regards to the management and operation of the Town of Middleton, in a manner that is consistent with this Agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

- 3.01** The Employer recognizes the Canadian Union of Public Employees and its Local 2858 as the sole and exclusive collective bargaining agent for a Bargaining Unit consisting of all regular part-time and full-time Employees of the Employer employed in the Chief Administrative Officer's Office and employed in the Department of Public Works, but excluding the Director of Public Works, the Recreation Facility Manager and those persons excluded by Paragraphs (a) and (b) of Subsection (2) of Section 1 of the Trade Union Act, and hereby agrees to discuss with the Union or any of its authorized committees, matters affecting the relationship between the Parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.
- 3.02 (a)** The Union recognizes that the Town may, from time to time, hire persons or contractors to perform duties normally done by members of the Bargaining Unit. Instances when outside hiring could occur are when:
- 1)** Bargaining Unit Employees do not possess particular skills to perform the tasks required and/or;
 - 2)** the Town does not possess the equipment needed to perform the tasks required and/or;
 - 3)** the Town does not have the resources (manpower and/or equipment) to complete the task in a timely manner (this could be the result of Bargaining Unit members declining overtime assignments), and/or;
 - 4)** it is significantly less expensive for the Town to hire outside persons or contractors.
- The Town recognizes that the outsourcing of work will not result in the lay off or delayed recall of a member of the Bargaining Unit.
- (b)** Section 3.02(a) shall not apply to past customary duties and procedures as performed by the Director of Public Works, or by the Recreation Facility Manager.
- 3.03** This Collective Agreement is fully applicable to all Regular Part-Time and Regular Full-Time Employees, unless otherwise specified or excluded herein.
- 3.04** No Employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives, which conflicts with the terms of this Collective Agreement.
- 3.05** Summer students and temporary Employees who have worked less than 950 hours shall be excluded from the Bargaining Unit and shall not be covered by the Collective Agreement. Grant workers shall also be excluded and the Union shall consider all grant applications.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of race, creed, colour, gender, national origin, political or religious affiliation, sexual orientation, marital status, place of residence, or any other ground as defined in the *Human Rights Act, 1989 c. 41*, nor by reason of their membership or activity in the Union.

4.02 Duty to Accommodate

In circumstances where a member of the Bargaining Unit may be unable to perform the regular duties of their position due to a mental or physical disability, the Employer and Union, together with the affected Employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the Employee. The Parties agree to work together to consider how the Employee's disability can best be accommodated without causing undue hardship to the Employer, the Employee, or the Union. The affected Employee shall participate and cooperate fully in this process.

4.03 Procedure for Evaluating and Accommodating Employees with Disabilities

- a) The Employee with a disability will inform the Employer about the need for an accommodation in writing with a copy to the Union.
- b) Employees needing an accommodation also have a responsibility to participate, cooperate and assist the Employer and Union in developing a suitable accommodation including participating as reasonably appropriate, in required testing, treatment and/or evaluation to assist with the Return to Work plan. This duty includes providing medical information to the Employer representatives and to the Union representatives, that is reasonably required to establish to the Employer's and the Union's satisfaction that the Employee has a disability which requires accommodation and the extent of the restrictions or limitations in the Employee's functional capacities to perform the duties of their position.
- c) The Parties agree, that to the extent reasonably possible, medical and other personal information provided by an Employee for the purposes of accommodation will be dealt with in a manner that respects the Employee's privacy.
- d) Failure of an Employee to fully cooperate and assist in the accommodation process may relieve the Employer and Union from continuing duty to accommodate. Employees with disabilities have an obligation to accept reasonable accommodation solutions.
- e) Representatives of the Employer and Union, together with the affected Employee shall meet to discuss the existence and nature of the disability and the appropriate accommodation measure which would achieve the accommodation with respect to the Employee.

- f) The Employer, the Union and the affected Employee shall share with each other all information relevant to the accommodation of the affected Employee, including medical information set out in this process and information regarding the requirements and duties of the Employee's position.
- g) In considering the feasibility of accommodation options, the Employer may consider modification of duties, shifts and/or orientation of the Employee, to the extent that such do not cause the Employer undue hardship. Where modifications are implemented by the Employer, these are made on a without prejudice and individual basis.
- h) Agreements between the Parties regarding the accommodation of Employees shall be in writing. These agreements shall contain provisions regarding the process, which will be followed by the Parties in the event there is a change in the accommodated Employee's circumstances, including a lessening or worsening of the Employee's disability. The Employer agrees that it will not impose an accommodation which has the effect of abridging or infringing Collective Agreement rights of other Bargaining Unit members unless there is no reasonable alternative.
- i) The Union agrees to support accommodative measures which may require modification of the Collective Agreement provisions, unless doing so would, in its determination, constitute undue hardship. Where Collective Agreement modifications are agreed to by the Employer and the Union, these are made without prejudice and on a case-by-case basis.

ARTICLE 5 - DEFINITIONS

- 5.01** "Employer" - is the Town of Middleton.
- 5.02** "Union" - is the Canadian Union of Public Employees, Local 2858.
- 5.03** "Employee" - is a person appointed to a position in the Bargaining Unit.
- 5.04** "Regular Full-Time Employee" - is one who is regularly scheduled to work the standard hours as indicated in Article 17.
- 5.05** "Regular Part-Time Employee" - is an Employee who is scheduled to work less than the standard hours indicated in Article 17. A Part-Time Employee shall qualify, subject to eligibility, for benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year.
- 5.06** "Casual Employee" - is an Employee who is not included in the Bargaining Unit set out in Article 3.01. A Casual Employee is hired from time to time as required. Casual Employees shall be excluded from the Bargaining Unit and shall not be covered by this Collective Agreement.
- 5.07** "Summer Student"- is an Employee hired on a temporary basis to work during the summer months of May-September in any given year. Such Summer Student is excluded from the Bargaining Unit and shall not be covered by this Collective Agreement. Summer Students shall not be employed or utilized to do Bargaining

Unit work normally done by Bargaining Unit members or to avoid filling Bargaining Unit positions.

- 5.08** "Grant Worker"- is an Employee hired by the Employer based on funds provided from an outside source and with no intent of the Employer to retain their services on a regular full or part-time basis. Such worker is excluded from the Bargaining Unit and shall not be covered by this Collective Agreement. Grant Workers shall not be employed or utilized to do Bargaining Unit work normally done by Bargaining Unit members or to avoid filling Bargaining Unit positions.
- 5.09** "Working Day"- means any day the Employer is open, Monday to Friday, excluding holidays and weekends.
- 5.10** "Party" or "Parties" - means the Employer and/or the Union.

ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT

- 6.01** All Employees of the Employer as a condition of continued employment shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. All new Employees shall as a condition of continued employment become and remain members in good standing in the Union from date of employment.
- 6.02** 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, work telephone number, including work cellular numbers and work 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.

ARTICLE 7 - CHECK-OFF OF UNION DUES

- 7.01** The Employer shall deduct from every Employee any uniform monthly dues and initiation fees as directed by the Union.
- 7.02** Deductions shall be made from each pay date and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month, accompanied by a list of the names, addresses and classifications of Employees from whose wages the deductions have been made.
- 7.03** It is understood and agreed that dues and initiation fees will only be paid by and deducted from Employees who are included in the Bargaining Unit. Probationary Employees in the Bargaining Unit are included. Casual Employees, non-Bargaining Unit Employees and those excluded in Articles 3.01 and 3.05 are not covered by this Agreement and shall not pay dues or initiation fees.
- 7.04** The Employer agrees to acquaint new Employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

ARTICLE 8 - CORRESPONDENCE

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

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

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

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

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

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

ARTICLE 10 - LABOUR MANAGEMENT BARGAINING

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

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

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

ARTICLE 11 - GRIEVANCE PROCEDURE

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

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

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

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

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

STEP 1 An Employee who has a grievance shall first discuss the matter with the immediate supervisor in an effort to resolve the matter or the Employee may request their Steward to discuss the matter with the supervisor in an effort to resolve the matter.

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

In the case of an Administrative Employee grievance, the grievance shall be submitted to the Chief Administrative Officer. In the case of a Public Works Employee grievance, the grievance shall be submitted to the Director of Public Works.

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

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

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

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

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

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

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

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

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

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

11.11 If the grievor or the Union or the Employer fails to process a grievance to the next step in the Grievance Procedure within the time limits specified, they shall not be deemed to have prejudiced their position in Arbitration, provided there exists legitimate cause for the delay.

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

ARTICLE 12 - ARBITRATION

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

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

submission of a grievance, the appointment shall be made by the Minister of Labour upon request of either Party.

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

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

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

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

- 12.04** The decision of the majority shall be the decision of the Board. Where there is no majority decision the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all Parties. The Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable, however, the Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

- 12.05** Should either Party disagree as to the meaning of the Board's decision, then either Party may apply to the Chairperson to render a clarification by the full Board at the earliest possible date.

- 12.06** Each Party shall pay the fees and expenses of the nominee it appoints and one-half (1/2) of the fees and expenses of the Chairperson and is not dependent on the outcome of any Arbitration.

- 12.07** The time limits fixed in both the Grievance and Arbitration procedures may only be extended by written agreement of the Parties or as directed by an Arbitrator.

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

ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 13.01** An Employee who has completed their probationary period may be disciplined, up to and including dismissed, but only for just cause. Probationary Employees

may be dismissed at any time during the probationary period so long as the dismissal is not discriminatory, arbitrary or in bad faith.

- 13.02** When an Employee is discharged or suspended, the Employee shall be given the reason(s) in writing by the Employer.
- 13.03** An Employee considered to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases provided the grievance is filed within thirty (30) calendar days of the date of the discharge or suspension.
- 13.04** Should it be found upon investigation that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in their former position in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensate which is just and equitable in the opinion of the Parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.
- 13.05** No entry of a detrimental nature which may be used in subsequent disciplinary action shall be maintained on an Employee's record without their prior knowledge. After a period of twenty-four (24) months an Employee may apply to have entries of a detrimental nature removed from their file, which application shall not be unreasonably refused.
- 13.06** An Employee shall have the right at any time to have access to and review their file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

ARTICLE 14 - SENIORITY

- 14.01** Seniority is defined as the length of service in the Bargaining Unit and shall, subject to other provisions of this Collective Agreement, be used in determining preference or priority for promotions, transfers, demotions, lay-offs and recall and reduction of work force. Seniority shall operate on a bargaining-unit-wide basis.
- 14.02** The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and **emailed to all Employees** in January of each year.
- 14.03 (a)** A newly hired Employee shall be on probation for a period of six (6) months or 1040 hours for Public Works Employees and 910 hours for Office Employees of time actually worked on the job, whichever is greater, from the date of hiring (i.e. exclusive of vacation, sick time or other leaves of absences). During the probationary period the Employee shall be entitled to all rights and benefits of this Agreement, with the exception of Article 13, After completion of the probationary period, seniority shall be effective from the original date of employment. The probationary period stated herein may be extended to a maximum of an additional three (3) months, or 520 hours for Public Works

Employees and 455 hours for Office Employees, of time actually worked. The Union shall be notified immediately of any such extension.

- (b) Time worked outside the Bargaining Unit, time for sick leave, and time taken for vacation during the probationary period shall not be included for probationary purposes.

14.04 An Employee shall not lose seniority rights if absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An Employee shall only lose seniority in the event of:

1. discharge for just cause with no reinstatement;
2. verbal resignation or resignation in writing with no withdrawal of resignation within two (2) days;
3. absence from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
4. failure to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to return to work, 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 and contact information. An Employee recalled for less than one (1) month of continuous employment at a time when the Employee is employed elsewhere shall not lose recall rights for refusal to return to work;
5. lay-off or absence from work for a period longer than two (2) years. In the case of L.T.D. or W.C., the two (2) years shall commence from the date of approval of claim, and
6. for such other actions or reasons which may be deemed appropriate in the circumstances and after which if necessary are approved through the Grievance Procedure.

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

ARTICLE 15 – PROMOTION AND STAFF CHANGES

15.01 Both Parties recognize:

1. The principle of promotion within the service of the Employer,
and

2. That job opportunity should increase in proportion to length of service and required ability.

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

- 15.02** When a vacancy occurs or a new position is created, either inside or outside the Bargaining Unit or a temporary vacancy of three (3) months or more exists, the Employer shall email the notice of position to all Employees. The Employer may post externally at the same time as internally, however no external applicants shall be considered if there are Bargaining Unit applicants with the required skills, education, and qualifications. The obligation to post notice of a position outside the Bargaining Unit is limited to this (15.02) provision of this Collective Agreement and no other provision of the Collective Agreement applies.
- 15.03** Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. No decision to fill any vacancy shall be made until present Employees who have applied for such position have been given consideration. All job positions shall state; **“Middleton is an equal opportunity Employer. We are committed to recruiting a diverse workforce and supporting an equitable and inclusive environment”**.
- 15.04** The successful applicant shall be placed on trial for a period not exceeding six (6) months worked. Conditional on satisfactory service, the Employee shall be declared permanent after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the Employee is unable to perform the duties of the new job classification, the Employee shall be returned to the former position, wage or salary rate and without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to the former position, wage or salary rate, without loss of seniority.

During the trial period the Employee shall retain the option of returning to the Employee's former position with the same procedure being followed as outlined above. Subject to operational considerations, the Employer shall return the Employee to their former position within twenty-one (21) calendar days after the Employee exercises this option. Any other Employee promoted or transferred in relation to the above assignment shall also be returned to that Employee's former position with the same procedure being followed as outlined above.

In the event the successful candidate proves unsatisfactory during the trial period, or if the successful candidate chooses to return to their previously held position, the candidate who met the qualifications, skills, and abilities of the position and placed second in the selection process may be offered the position.

- 15.05** Notwithstanding 15.01, consideration for promotion may be given to the senior applicant who does not possess the required qualifications but is preparing for qualification prior to filling the vacancy. Such Employee may be given a trial period

to qualify within a reasonable length of time and to revert to the former position if the required qualifications are not met within such time.

- 15.06** a) Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be circulated to all Employees. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and termination of employment.
- b) 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.
- 15.07** The Employer shall circulate to all Employees notice of any training courses and experimental programs for which Employees may be selected. The notice shall contain the following information: type of course (subject and material to be covered), time, duration, and location of the course and basic minimum qualifications required for applicants.

This notice shall be **emailed to all Employees** in the Department to afford all interested Employees an opportunity to apply for such training.

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

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

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

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

The Lead Hand position shall remain in the Bargaining Unit. The Lead Hand shall be designated by the Employer and be paid at the wage rate in accordance with

terms of the Agreement for the regular position occupied plus an additional fifteen percent (15%) for all hours worked while designated as Lead Hand.

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

ARTICLE 16 - LAY-OFFS AND RECALLS

- 16.01** Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of their lay-off, Employees within the affected classification shall be laid off in the reverse order of their Bargaining-Unit-wide seniority. The Employer may lay off an Employee if the Employee is not qualified to do the work required.
- 16.02** Employees shall be recalled in the order of their seniority. The Employer shall not be required to recall in order of seniority if the person to be recalled is not qualified to do the work available.
- 16.03** No new Employees shall be hired until those laid off have been given an opportunity of recall.
- 16.04** Employees who are to be laid off shall be notified in accordance with the provisions of the Provincial Labour Standards Code. Prior to any affected Employees being notified of lay-off, the Employer will meet and inform the Union.

ARTICLE 17 - HOURS OF WORK

- 17.01** a) The Employer agrees that the normal work week for Office and Administrative Employees shall be five (5) days per week (Monday to Friday), seven (7) hours per day, constituting a thirty-five (35) hour work week. The normal work day shall be from 8:30 a.m. to 4:30 p.m., with one (1) hour for lunch and with a rest period of fifteen (15) consecutive minutes in both the first half and the second half of the day.
- b) Upon request from an Employee(s) where operation requirements and efficiency permit, the Employer may authorize flexible working hours or modified work weeks. Regarding any such arrangement(s), the averaging period for a modified work week shall not exceed a two-week pay period and the work day shall not exceed ten (10) hours.
- c) In the event that a modified work week or flexible working hours arrangement:
- i) does not result in the provision of satisfactory service to the public; or
 - ii) incurs an increase in cost to the Employer; or
 - iii) is operationally impractical;

the Employer may require a return to regular work times as outlined in (a) above, in which case the Employee(s) shall be provided with thirty (30) days' advance notice of the requirement or at some earlier time if the Employee(s) and Employer mutually agree.

17.02 The Employer agrees that the normal work week for the Public Works Employees shall be five (5) days per week (Monday to Friday), eight (8) hours per day constituting a forty (40) hour work week. The normal work day shall be from 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Lunch shall normally be from 12:00 noon to 1:00 p.m., but may, on occasion, vary between 11:00 a.m. and 2:00 p.m. to facilitate operational demands. Initially, Employees shall be guided by the shift schedule attached hereto and marked as Schedule "B". Notwithstanding, where mutually agreed between the Employee and the Employer, the lunch period may be shortened to allow the work day to end earlier than 5:00 p.m. Such agreement may be revoked at any time by the Employer and/or the Employee.

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

17.03 Public Works Employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift in an area made available by the Employer.

17.04 Public Works Employees reporting for work on a regular shift shall be paid the regular rate of pay for the entire period of work, with a minimum of four (4) hours' pay.

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

17.06 Public Works Employees shall be allowed five (5) minutes wash-up time before lunch periods and before quitting time.

17.07 No Public Works Employee shall be allowed to work continually in excess of sixteen (16) hours and must have a minimum of four (4) hours off before returning to work.

ARTICLE 18 - OVERTIME

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

18.02 Overtime worked before or after the regular workday, or any Saturday or Sunday, shall be paid for at the rate of time and one-half and all holidays shall be paid for at

a double rate, plus pay for the holiday in accordance with Section 19.01.

- 18.03 a)** An Employee who is called back to work outside their regular working hours shall be paid for a minimum of three (3) hours at regular rates or overtime worked (in accordance with 18.02), whichever is greater. If a subsequent call is received prior to returning home, it will be considered a continuation of the call-out. Once an Employee has returned home from a call-out, any subsequent call shall trigger a new call-out period. Employees shall be called back to work on a **rotational basis**.

Employees who are called out to work between the hours of 11:00 p.m. and 3:00 a.m. will be allowed a six (6) hour rest period at the completion of the work for which they were called out.

- b) Page and Remote Repair:**

An Employee who has been authorized by the Employer to receive a telephone call and/or page while off duty:

- 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 the work can be completed remotely (remotely is defined as being able to connect to our network/SCADA System from home/off-site to complete the desired task(s) securely or use a mobile device to complete the task(s) securely),

shall be compensated for the actual hours worked at the applicable rate of pay or three (3) hours at regular rate, whichever is greater. If a subsequent call is received relating to the original issue during the three (3) hour call-out period, and it can also be completed remotely, it will be a continuation of the initial call-out. If the alarm/issue cannot be resolved remotely and the Employee must return to work to resolve the issue, it will be a continuation of the initial remote call-out, however Article 18.03(a) shall apply.

- 18.04** Instead of cash payment for overtime, an Employee may choose to receive time off at the appropriate rate of overtime at a time mutually agreed between the Employee and the Employer. The maximum accumulation shall be eighty (80) regular hours per year. Any overtime owing shall be paid out prior to December 31st in each year. Any overtime above and beyond eighty (80) hours will be paid out to the Employee in the pay period in which it was earned. An Employee requesting time off in lieu must provide the Employer with at least two (2) clear working days' notice.

ARTICLE 19 - HOLIDAYS

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

1. New Year's Day
2. Nova Scotia Heritage Day
3. Good Friday
4. Easter Monday

5. Victoria Birthday
6. Canada Day
7. Labour Day
8. **National Day for Truth and Reconciliation**
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Day
12. Boxing Day
13. First Monday in August or a Civic Holiday so proclaimed
14. One (1) Floating holiday per fiscal year to be scheduled by mutual agreement between the Employee and Employer.
15. Any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

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

19.03 Only Employees who are currently working shall be entitled to paid holidays.

ARTICLE 20 - VACATIONS

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

- (a) during the first year of employment the Employee shall be granted the pro-rated portion of two (2) weeks (10 Working Days) vacation with pay.
- (b) after **one (1) year** of service Employees shall be granted three (3) weeks (15 working days) vacation with pay;
- (c) after ten (10) years of service Employees shall be granted four (4) weeks (20 working days) vacation with pay, and
- (d) after fifteen (15) years of service Employees shall be granted five (5) weeks (25 working days) vacation with pay.
- (e) after twenty-five (25) years of service Employees shall be granted six (6) weeks (30 working days) vacation with pay.
- (f) After twenty-five (25) years of service Employees shall be granted six (6) weeks (30 working days) vacation **with pay**.

20.02 If a paid holiday falls or is observed during an Employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed upon by the Parties.

20.03 Vacation pay for each week of vacation shall be at the rate of the current weekly pay. Vacations shall not be paid out for periods of unpaid leaves of absence or lay-

off, however, an Employee shall be entitled to vacation pay under this Collective Agreement if the Employee is absent (up to one year maximum) as a result of pregnancy, parental or adoption leave, illness without sick pay, Worker's Compensation or on L.T.D.

- 20.04** An Employee terminating employment at any time during the vacation year, before having taken vacation, shall be entitled to the proportionate payment of salary or wages in lieu of such vacation, prior to termination.
- 20.05** An Employee shall be entitled to receive vacation in an unbroken period, subject to Article 20.07, unless otherwise mutually agreed upon between the Employee and the Employer.
- 20.06** No Employee shall be required to work during their scheduled vacation period. However, should an Employee agree to work when requested during their scheduled vacation, the Employee shall be paid at time and one-half the regular rate of pay, plus one vacation lieu day off for each day in which work was performed.
- 20.07** Employees, in order of seniority, shall initially select up to three (3) weeks' vacation; after which, in order of seniority, Employees shall select their remaining vacation. Remaining vacation shall not be a continuation of the initial vacation period(s) such that any vacation period cannot exceed three unbroken weeks unless mutually agreed between the Employee and Employer.
- 20.08** Employees who are seasonally laid off and recalled shall be paid two percent (2%) of their gross earnings for each week of entitlement. This shall be paid with each pay in lieu of paid vacation.
- 20.09** Vacations shall be taken between April 1 and March 31 of any given year and shall not be carried over to any subsequent year without approval of the Employer. When it is not possible for an Employee to use allotted vacation time as outlined herein, for whatever reason, the Employee must notify the Chief Administrative Officer as soon as possible: to request approval of carry-over in the next year or approval for a pay out of remaining vacation at the end of that year. Such approval will not be unreasonably withheld. Where carry-over is approved, Employees will notify the Chief Administrative Officer of their plans to liquidate such vacation carry-over within a six (6) month period. Under no circumstances can vacation be carried over for a period in excess of six (6) months.

ARTICLE 21 - SICK LEAVE PROVISIONS

- 21.01** Sick leave means the period of time an Employee is absent, with approval, from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist or because of an accident or condition for which compensation is not payable under the Workers' Compensation Act.
- 21.02** Twenty-four (24) days sick leave per year shall be earned by an Employee hired prior to the signing of the Collective Agreement in 2004, at the rate of two (2) days for every month an Employee is employed. Employees who do not use the allotted sick leave shall be entitled to carry over remaining sick leave, to a maximum of one

hundred and twenty (120) days.

For Employees hired after the signing of this Collective Agreement in 2004, sick leave shall be earned at the rate of one and one half (1.5) days for every month an Employee is employed. Employees who do not use the allotted sick leave shall be entitled to carry over remaining sick leave, to a maximum of one hundred and twenty (120) days.

- 21.03** Employees shall not accumulate sick leave while on lay-off. The unused portion of an Employee's sick leave shall accrue for the Employee's future benefits within the maximum prescribed by Article 21.02.
- 21.04** A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) that the Employee is absent for sick leave.
- 21.05** An Employee may be required to authorize the completion of an official Town of Middleton Medical Form to be completed by a medical practitioner for any period of illness in excess of three (3) consecutive working days and/or where there is a repetitive pattern of absenteeism for which the Employee is claiming that they are unable to carry out work duties due to illness. An Employee may also be required to provide the Employer with documentation confirming their fitness to return to work.
- 21.06** An Employee with more than one (1) year of service who has exhausted sick leave credits shall be allowed an extension of sick leave to a maximum of five (5) working days. Upon return to duty, the Employee shall repay the extension of sick leave in full at the rate of one day per month.
- 21.07** Immediately after the close of each fiscal year, the Employer shall advise each Employee in writing of the amount of sick leave accrued to the Employee's credit.
- 21.08** When an Employee is given leave of absence without pay for any reason, the Employee shall not receive sick leave credits for the period of such absence but shall retain accumulated credit.
- 21.09** Fraudulently applying for and obtaining sick leave shall be cause for immediate discharge.
- 21.10** The Employer agrees that each Employee shall be entitled to all sick leave accumulated prior to becoming a member of the Canadian Union of Public Employees.
- 21.11** Where no one other than the Employee can provide for the needs during illness of a spouse, including common-law spouse, children or parents, the Employee shall be entitled to use a maximum of four (4) sick leave days per year **from accumulated sick leave** for this purpose.
- 21.12** Medical appointment(s) that cannot be scheduled outside regular working hours shall be paid from accumulated sick leave. Such time shall include actual time at the appointment and the appropriate related travel time. The Employee must advise the Employer of such scheduled appointment(s) as soon as possible.

ARTICLE 22 - LEAVE OF ABSENCE AND BEREAVEMENT LEAVE

- 22.01** Employees shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance. The Employer's Negotiating Committee shall be comprised of a maximum of two (2) Employees selected by Management, and the Union's Committee shall be comprised of a maximum of two (2) Employees selected by the Union. Each Party may have the assistance of additional representatives at the bargaining table.
- 22.02** a) The Employer agrees to grant a sum of three (3) days' leave per year with pay to the Bargaining Unit to enable member(s) to attend to the affairs of the Union when delegated by the Union. Any additional leave of absence for this purpose shall be without pay and approved by the Employer.
- b) Upon written request, subject to the requirements of the Employer, an Employee elected or appointed to represent the Union at conventions, or to attend meetings of CUPE, its affiliated or chartered bodies, shall be eligible for leave of absence without pay.
- 22.03** The Employer may grant leave of absence without pay and without loss of seniority to any Employee, requesting such leave for good and sufficient cause such request to be in writing and approved by the Employer. Such approval shall not be unreasonably withheld.
- 22.04** When death occurs to a member of the immediate family of an Employee covered by this Agreement, hereinafter defined, such Employee shall be granted up to five (5) working days of bereavement leave with no loss of regular earnings, such days need not be taken consecutively. Members of the immediate family are the Employee's spouse, including common-law spouse, mother, father, brothers, sisters, sons, daughters, grandparent, grandchild, mother-in-law, father-in-law, including step-parents.
- 22.05** a) When death occurs to a sister-in-law, brother-in-law, son-in-law, or daughter-in-law of an Employee covered by this Agreement, such Employee shall be granted up to three (3) working days of bereavement leave with pay, such days need not be taken consecutively.
- b) When death occurs to any other relative, former and fellow Employees, close friends of Employees covered by this Agreement, such Employee shall be granted up to one (1) working day of bereavement leave with pay.
- 22.06** Any such Employee while on bereavement leave with pay shall receive the same regular rate of pay from the Employer as was in effect for the said Employee immediately prior to going on bereavement leave.
- 22.07** a) An Employee shall be granted two (2) additional working days of bereavement leave with pay if a parent, spouse, including common-law spouse, or child dies outside the Province (one additional day if death occurs in Cape Breton) and the Employee attends the funeral, and such additional

leave is required for reasonable travel to and from the funeral.

- b) If a death occurs as outlined in Articles 22.04 and 22.05 during scheduled vacation, bereavement leave shall be substituted, and vacation shall be rescheduled at a later mutually agreed date.

22.08 The Employer shall grant leave of absence without loss of seniority benefits to an Employee who serves as a juror in any court or who is required by subpoena to attend a court of law. The Employer shall pay such Employee the difference between regular earnings and the payment received for jury service or witness fees. The Employee will present to the Employer proof of service and the amount received.

22.09 The Employer shall pay the cost of an academic or technical course for an Employee if the course is approved and requested by the Employer.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCE

23.01 The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each Employee shall be provided with an itemized statement of wages, overtime and other supplementary pay and deductions. The Employer reserves the right to deduct any monies owing from pay and any monies that are owing and not deducted shall be deemed to be debt recoverable.

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

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

When an Employee is so temporarily appointed, their hours of work shall be the same as the normal hours designated for the position to which they are assigned. The Employee shall be deemed to be covered by this Collective Agreement, with the exception of wages, hours of work and overtime.

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

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

23.04 (a) Public Works Employees only. When an Employee is advised that the Employee is 'On-Call', that is, immediately available by telephone contact when not scheduled to work, the Employee shall be paid straight time wages in accordance with the following schedule:

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

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

(b) Scheduled Overtime: If an Employee works pre-approved, scheduled hours doing rounds of the Town facilities while "On-Call", the Employee will receive the On-Call status pay plus overtime for actual hours worked in accordance with Article 18.

(c) Additional Work: If the "On-Call" Employee, once called in for any non-scheduled overtime work, the Employee will receive the On-Call status pay plus overtime for actual hours worked in accordance with Article 18.

23.05 The Employer shall supply the "On-Call" Employee with a phone for contact. If an Employee who is "On-Call" fails to respond to a phone call, necessitating another Employee being called out, the first Employee shall not receive standby pay for that "On-Call" period.

ARTICLE 24 - EMPLOYEE BENEFITS

24.01 All eligible Employees shall be enrolled in the Multi-Sector Pension Plan. The Employer shall contribute 4% for all eligible earnings for each enrolled Employee and the Employee shall contribute 4% of eligible earnings. Terms and conditions shall be in accordance with Schedule C of the Collective Agreement.

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

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

1. Life Insurance & Extended Health Care Insurance (NSFM Program Option 1)
2. Dental Plan – NSFM Program (Option 1)
3. Employee and Family Assistance Program

24.03 In addition to provisions in Article 24.02, as recognition of length of service, the Employer agrees to cost-share in the Life and Extended Health Care Plan for all

Employees who have completed five (5) years of service at the rate of sixty-five percent (65%).

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

(b) Where an Employee has been in receipt of W.C.B. benefits for a period exceeding 90 days, the Employee, if requested by the Employer, shall attend for an independent medical examination or functional capacity evaluation paid for by the Employer, for the purpose of determining the Employee's capacity to return to work, to establish a possible timetable for the Employee's return to work, and to determine what, if any, accommodations might facilitate a return to work.

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

a) the sum of \$ 500.00 if the Employee has been employed for ten (10) years, together with:

b) the sum of \$ 200.00 per year for each additional year of employment.

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

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

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

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

the Employee continues to pay the Employee's share.

24.07 The Employer agrees to offer extended Health Care and Dental Insurance for early retirees as follows:

- a) the Employee has been employed for a minimum of ten (10) years, and
- b) the Employee has reached the age of fifty-five (55), and
- c) the Employee agrees to pay one hundred percent (100%) of the early retiree premiums.
- d) participation ceases when the Employee attains the age of sixty-five (65)

The Employer retains the unilateral right to amend or terminate the Early Retiree benefit plan.

ARTICLE 25 - SAFETY AND HEALTH

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

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

25.03 No Employee shall be disciplined for refusal to work on a job or to operate equipment which is found or deemed to be unsafe in accordance with the Nova Scotia Occupational Health and Safety Act.

25.04 The Employer and the Union shall be notified of each accident or injury and shall investigate as soon as possible on the nature and cause of the accident or injury.

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

25.06 A first aid kit shall be supplied by the Employer to each mobile unit of Employees and in other appropriate locations of the Employer.

ARTICLE 26 - UNIFORMS AND CLOTHING ALLOWANCE **Public Works Department**

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

Hip rubber boots	Rubber boots (safety)
Rubber raincoat	Safety boots or shoes
Rubber gloves	Coveralls
Work gloves	Personal protective clothing

ARTICLE 27 - GENERAL CONDITIONS

27.01 The Employer enact electronic processes which shall be in place so that all Employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

27.02 The Employer shall supply all tools and equipment required by Employees in the performance of their duties. Replacement will be made by producing the worn or broken tool.

Tools and equipment shall, at all times, be used in a reasonably prudent manner. Breakage occasioned by misuse, negligence and/or recklessness may constitute grounds for a just cause termination of employment.

27.03 The Parties hereto agree that during the term of this Agreement, there shall be no strikes of an kind whatsoever, work stoppages, or slowdown, interruptions, or interference with normal activities of the Employer or any concerted activity for any reason by any Employee or the Union. Neither shall the Employer cause a lockout of its Employees during the term of this Agreement.

27.04 The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union. A representative designated by the Union will be given access to work sites to meet with Employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid.

ARTICLE 28 - TERM OF AGREEMENT

28.01 The Agreement shall be binding and remain in effect from January 1, **2024** to December 31, **2026** and shall continue from year to year thereafter, unless either Party gives to the other Party notice in writing at least ninety (90) days prior to the expiry of the Collective Agreement in any year that it desires its termination or amendment.

28.02 This Agreement shall be deemed to have come into force and effect on the 1st day of January **2024**, and shall continue in full force and effect until the 31st day of December **2026**, and thereafter from year-to-year, unless either the Employer or the Union shall give notice to the other as hereinafter provided that it desires that this Agreement shall be revised, modified, amended or terminated or that

the terms and conditions of a new Agreement be negotiated to replace this Agreement. This Agreement continues in force until such time as a new Agreement is entered.

- 28.03** Wage changes in the new Agreement shall be adjusted retroactively unless otherwise specified.

ARTICLE 29 - BENEFIT AND BINDING

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

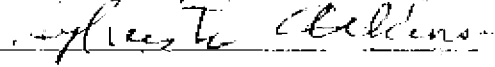
ARTICLE 30 - SIGNATORIES

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by the hands of their duly authorized Officers and the affixing of their respective seals, on this 14 day of JUNE, 2024.

SIGNED SEALED AND
DELIVERED IN THE PRESENCE
OF:

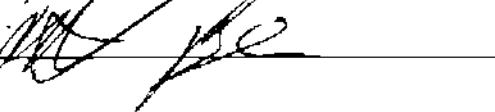
THE TOWN OF MIDDLETON

PER 

PER 

CANADIAN UNION OF PUBLIC EMPLOYEES.
LOCAL 2858
- Administrative Employees
And Public Works Employees

PER 

PER 

SCHEDULE "A"
Economic Increases

Position		Expiry	Jan. 1,	Jan. 1,	Jan. 1,	Jan. 1,
		Rate	2023	2024	2025	2026
			1.50%	4%	3.50%	3%
Accounting Clerk	Start	\$ 46,530.00	\$ 47,227.95	\$ 49,117.07	\$ 50,836.17	\$ 52,361.25
	Rate	\$ 47,655.00	\$ 48,369.83	\$ 50,304.62	\$ 52,065.28	\$ 53,627.24
Receptionist/ Billing Clerk	Start	\$ 46,530.00	\$ 47,227.95	\$ 49,117.07	\$ 50,836.17	\$ 52,361.25
	Rate	\$ 47,655.00	\$ 48,369.83	\$ 50,304.62	\$ 52,065.28	\$ 53,627.24
Executive Assistant/ Planning Coordinator	Start	\$ 46,530.00	\$ 47,227.95	\$ 49,117.07	\$ 50,836.17	\$ 52,361.25
	Rate	\$ 47,655.00	\$ 48,369.83	\$ 50,304.62	\$ 52,065.28	\$ 53,627.24
Financial Analyst	Start	N/A	N/A	\$ 56,900.00	\$ 58,891.50	\$ 60,658.25
	Rate	N/A	N/A	\$ 58,000.00	\$ 60,030.00	\$ 61,830.90
Water Treatment Plant Operator Water Sewer Technician	Start	\$ 26.28	\$ 26.67	\$ 27.74	\$ 28.71	\$ 29.57
	Rate	\$ 26.89	\$ 27.29	\$ 28.39	\$ 29.38	\$ 30.26
Working Foreperson	Start	\$ 27.40	\$ 27.81	\$ 28.92	\$ 29.94	\$ 30.83
	Rate	\$ 28.02	\$ 28.44	\$ 29.58	\$ 30.61	\$ 31.53
Equipment Operator/ Labourer	Start	\$ 22.73	\$ 23.07	\$ 23.99	\$ 24.83	\$ 25.58
	Rate	\$ 23.25	\$ 23.60	\$ 24.54	\$ 25.40	\$ 26.16
Equipment Operator/ Labourer (Class 3 License)	Start	N/A	N/A	\$ 24.89	\$ 25.76	\$ 26.53
	Rate	N/A	N/A	\$ 25.50	\$ 26.39	\$ 27.18

Note #1 - ODRC - Additional \$2.50 added to the Classification Rate while assigned responsibilities. See Schedule D.

Note #2 - Working Foreperson rate will be increased by \$2.50/hr at such time as ODRC responsibilities are reassigned.

Note #3 - Incumbent Financial Analyst shall remain on the Rate for the Classification.

SCHEDULE 'B'

**WORK SCHEDULE
TOWN OF MIDDLETON
PUBLIC WORKS EMPLOYEES**

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

SCHEDULE "C"

MULTI-SECTOR PENSION PLAN

In this Article, the terms used shall have the meanings described:

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; and
 - (ii) holiday pay, for the hours not worked; and
 - (iii) vacation pay; and
 - (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 include 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 completed 500 hours of employment with the Employer.¹
2. Commencing April 1, 2015 each eligible Employee shall contribute for each pay period an amount equal to 4 % of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to 4% 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.

Not to exceed 500 hours.

For further specificity, the items required for each eligible Employee by Article 4 of the Agreement include:

(a) To be provided at Plan commencement:

date of hire;

date of birth;

Social Insurance Number;

date of first contribution;

seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit);

gender.

(b) To be provided with each remittance:

name;

Social Insurance Number;

monthly remittance;

pensionable earnings;

year to date contributions;

Employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) To be provided initially and as status changes:

full address;

termination date where applicable (MM/DD/YY);

marital status, and any change to marital status;

date of death (if applicable).

(d) To be provided annually but no later than December 31:

current complete address listing for all Eligible Employees;

period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);

period(s) of lay-off, while subject to recall;

period(s) of absence for pregnancy or parental leave;

period(s) of strike or lockout;

other leaves of absence;

hours worked by Employees covered by the Collective Agreement who are not yet eligible Employees, in the month and cumulatively since their date of hire.

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto.

SCHEDULE "D"

OVERALL DIRECT RESPONSIBLE CHARGE (ODRC) ASSIGNMENT

To ensure that the Town meets its legislative obligations, it shall assign an Employee the responsibilities of the Overall Direct Responsible Charge (ODRC) for water and wastewater. The assignment of those responsibilities shall be at the discretion of the CAO, subject to the following:

1. Where the Director of Public Works does not have the necessary qualifications, assignments shall be made to a qualified member of the Bargaining Unit in the following order:

Water

**Water Treatment Plant Operator
Working Foreperson
Equipment Operator/Labourer**

Wastewater

**Water Sewer Technician
Working Foreperson
Equipment Operator/Labourer**

2. Once a member of the Bargaining Unit is assigned ODRC responsibilities, they shall perform those responsibilities until any of the following:
 - (a) The Employee ceases to work for the Town; or
 - (b) The Employee and Town mutually agree that the Employee can relinquish the role; or
 - (c) The Employee demonstrates a general inability to perform the tasks associated with the role.
3. Notwithstanding Sections 1 and 2 above, when an ODRC responsibility becomes available, the Town may temporarily assign the responsibilities to another qualified member of the Bargaining Unit to permit the Director of Public Works or another member of the Bargaining Unit listed higher in Section 1 above, to become properly certified to take on the ODRC responsibilities. Once the Director of Public Works or the other Bargaining Unit member becomes qualified, the ODRC responsibilities will then transfer back to the newly qualified Employee.

When a member of the Bargaining Unit serves as an ODRC they shall receive an additional \$2.50 per hour added to their regular rate.