

# **COLLECTIVE AGREEMENT**

Between

**THE TOWN OF ANNAPOLIS ROYAL**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3552**

**April 1, 2023 to March 31, 2026**

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THIS AGREEMENT is made this 11<sup>th</sup> day of January, A.D., 2024.

BETWEEN:

**THE TOWN OF ANNAPOLIS ROYAL,**  
hereinafter called "the Employer",  
PARTY OF THE FIRST PART;

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,**  
**LOCAL 3552,**  
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 settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiation in all 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 section 3.01) of the Union.

1.02 It is now desirable that methods of bargaining and all 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:

Maintain order, discipline and efficiency, hire, discharge, direct, classify, reclassify, transfer, promote, and suspend, or otherwise discipline any employee covered by this Agreement.

### **ARTICLE 3 - RECOGNITION AND NEGOTIATION**

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3552 as the sole and exclusive collective bargaining agent for a bargaining unit consisting of employees of the Town of Annapolis Royal as defined by the certification order but excluding the **Director of Municipal Operations and Planning**, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between Parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

- 3.02 (a) Persons outside of the bargaining unit who might be required to perform duties normally done by members of the bargaining unit shall do so in such a manner as to avoid undue or unnecessary hardship to any member of the said bargaining unit. "Fine Option" programme participants may work for the Town from time to time, doing manual labour.
- (b) Section 3.02 (a) shall not apply to past customary duties and procedures as performed by the Superintendent of Public Works.
- 3.03 No employee covered shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.
- 3.04 Summer Students shall be excluded from the bargaining unit and shall not be covered by the Collective Agreement.

#### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee "by reason" of race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of his membership or activity in the Union.

#### **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

- 5.01 1) It shall be a condition of employment that employees be or become members of the Union.
- (i) Casual employees are those employees who have no structured hours of work and who are called in to work on a day-by-day basis. Casual employees are not members of the bargaining unit.
  - (ii) Term employees hired for a period of less than six months will pay Union dues and be paid according to Schedule "A" but will have no other coverage under this Collective Agreement.
  - (iii) Term employees hired for a period of one hundred working days or more are members of the bargaining unit.
  - (iv) A seasonal employee is a permanent employee who does not work year round and who is subject to recall on an annual basis. Seasonal employees are members of the bargaining unit.
- 2) The Town undertakes to advise each employee that the Canadian Union of Public Employees Local 3552 is the bargaining agent for the Town's Public Works Department.
- 3) The Employer agrees to deduct from the wages of members and remit monthly to the Canadian Union of Public Employees Local 3552 regular monthly membership dues.

- 4) The Union agrees to save the Employer harmless from any claim by an employee with respect to the deduction and remission of dues under this Article.

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

- 6.01 The Employer shall deduct from every Union member any monthly dues, initiation fees, or assessment levied, in accordance with the Union Constitution and By-Laws.
- 6.02 Deductions shall be made from each payroll and shall be forwarded to the Treasurer of the Local not later than the 15th day of the month following such deduction.
- 6.03 Union dues deductions shall begin on the date the employee joins the Union.
- 6.04 Dues receipts - At the time that Income Tax (T-4) slips are made available, the Employer shall type on the T-4 the amount of union dues paid by each Union member in that year.

#### **ARTICLE 7 - CORRESPONDENCE**

- 7.01 All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Recording Secretary of the Union.

#### **ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE**

- 8.01 A Labour-Management Committee shall be established consisting of two (2) representatives of the Union 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. This Committee will also serve the Health and Safety Committee.

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

- 9.01 A Union Bargaining Committee shall be appointed and consist of not more than two members of the Union. The Union will advise the Employer of the Union nominees to the Committee.
- 9.02 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.
- 9.03 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 no later than twenty calendar days after the request has been given.

- 9.04 One representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration, for the first two days of negotiations.

## **ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE COUNCIL**

- 10.01 Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Council which affect the members of this Union are to be posted on the Public Works Bulletin Board.

## **ARTICLE 11 - GRIEVANCE PROCEDURES**

- 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 Steward. The Steward shall assist any employee which the Steward represents, in preparing and presenting **their** grievance in accordance with the grievance procedure.
- 11.02 The Union shall select a Steward and a Grievance Committee Chairman. These two shall form the Grievance Committee along with officers of the Local Union and a representative of the Canadian Union of Public Employees.
- 11.03 The Union shall notify the Employer in writing of the names of the members of the Grievance Committee.
- 11.04 The Employer agrees that the 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 **they** will not leave **their** work during working hours, without permission of **their** supervisor. Such permission shall not be unreasonably withheld.
- 11.05 A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement, or a case where the Employer alleged to have acted unjustly or improperly.
- 11.06 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1 The aggrieved employee shall submit the grievance to **their** Steward or the Chairman of the Grievance Committee within thirty (30) days. At each step of the grievance procedure the grievor shall have the right to be present.

Step 2 If the Steward and/or the Grievance Committee consider the grievance to be justified, **they** will first seek to settle the dispute with the Superintendent of Public Works within fifteen (15) working days.

Step 3 Failing settlement being reached in Step 2, the Grievance Committee will submit the written grievance to the CAO, who shall render a decision within twenty-five (25) working days after receipt of such notice.

Step 4 Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration within thirty (30) days.

- 11.07 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Steps 1 and 2 of this Article may be by-passed.
- 11.08 The Union and its Representative 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. Such a grievance shall commence at Step 2.
- 11.09 An employee, or group of employees, who is required to work under allegedly unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the Grievance Procedure for preferred handling.
- 11.10 Grievances and replies to grievance stating reasons shall be in writing, commencing at Step 2.
- 11.11 The Employer shall supply the necessary facilities for the grievance meetings.
- 11.12 Any mutually agreed changes to this collective agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.
- 11.13 If the grievor, 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.
- 11.14 No grievance shall be defeated or denied by any formal or technical objection. An Arbitrator shall have the power to allow all necessary irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which they deem just and equitable.

## **ARTICLE 12 - ARBITRATION**

- 12.01 When either Party requests that a grievance be submitted to arbitration, the request shall be made by registered mail, E-mail, or personal delivery addressed to the other Party of the Agreement, indicating the name of its nominee(s) to act as an Arbitrator. Within ten (10) working days thereafter, the other Party shall answer by registered mail, E-mail, or personal delivery indicating the name of its nominee(s) to act as an Arbitrator.
- 12.02 If the two Parties fail to agree upon an Arbitrator within ten (10) working days of the answer being received as per 12.01 above, the appointment shall be made by the Minister of Labour upon request of either Party.
- 12.03 The Arbitrator shall determine their own procedure, but shall give full opportunity to all Parties to present evidence and make representations. In their attempts at justice, the Arbitrator, shall, as much as possible, follow a layman's procedure and

shall avoid legalistic or formal procedures. **They** shall hear and determine the difference or allegation and render a decision as soon as possible from the time the Arbitrator is appointed.

- 12.04 The decision of the Arbitrator shall be final, binding and enforceable on all Parties, and may not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by an arrangement which **they** deem just and equitable.
- 12.05 Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to clarify the decision, which **they** shall do as soon as possible.
- 12.06 Each Party shall pay one-half of the fees and expenses of the Arbitrator.
- 12.07 The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the Parties.
- 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 In the event the Employer initiates a disciplinary action against an employee who has completed **their** probationary period and which may result in the suspension or discharge of the employee, the following procedure shall be followed.
- 13.02 The employee shall be notified in writing of the action and/or penalty, with a copy to the Secretary of the Union. Should the dispute be resolved by the grievance procedure in favour of the employee, **they** shall continue **their** employment with all rights and privileges.
- 13.03 In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.
- 13.04 The Employer will forward a copy of all written reprimands of employees in the bargaining unit to the Secretary of the Union.
- 13.05 The record of an employee shall not be used against him at any time after twenty-four months, excluding alcohol or illegal drug reasons during work hours, following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

#### **ARTICLE 14 - SENIORITY**

- 14.01 Seniority is defined as the length of service with the Employer and shall be used



in determining preference or priority for promotions, transfers, demotions, lay-off, recall and reduction of the work force, providing the employees have the required qualifications to do the job. 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 posted on all bulletin boards in January of each year.

14.03 A newly hired employee shall be on probation for a period of one hundred and twenty (120) working days from the date of hiring. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement with the exception of the right to grieve the Employer's decision not to grant permanent employment at the end of the probation period. After completion of the probationary period, seniority shall be effective from the original date of employment.

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

- 1) **they are** discharged for just cause and **are** not reinstated.
- 2) **they** resign in writing and **do** not withdraw within two days.
- 3) **they are** absent 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) **they** fail to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of **their** current address. An employee recalled for casual work or employment of short duration at a time when **they are** employed elsewhere, shall not lose **their** recall rights for refusal to return to work.
- 5) **they are** laid off for a period longer than one year.

## **ARTICLE 15 - PROMOTIONS AND STAFF CHANGES**

15.01 When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the shops and on all bulletin boards for a minimum of one week, so that all members will know about the vacancy or new position.

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

15.03 1) No outside advertisement for any vacancy shall be placed until the applications of present employees have been fully processed.

2) The Employer shall have the right to fill the positions on a temporary basis until a permanent appointment has been made. Employees on lay-off shall be notified of such vacancy.

15.04 Both Parties recognize:

1) The principle of promotion within the service of the Employer.

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

Therefore, in making staff changes, transfers, promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. Appointments from within the bargaining unit shall be made within three weeks of posting.

15.05 The successful applicant shall be placed on trial for a period of one hundred and twenty (120) working days. Conditional on satisfactory service, the employee shall be declared permanent after the period of one hundred and twenty (120) working days. 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, **they** shall be returned to **their** former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to **their** former position, wage or salary rate, without loss of seniority.

15.06 Consideration for promotion may be given to the senior applicant who does not possess the required qualifications but is preparing for qualifications 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 **their** former position, if the required qualifications are not met within such time.

15.07 Within seven calendar days of the date of 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 and termination of employment.

15.08 The Employer shall inaugurate and maintain a system of "on-the-job" training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer, in the event of a vacancy arising. Accordingly, employees shall be allowed opportunities to learn the work of higher or equal positions during the regular working hours by arranging to exchange positions for temporary periods, without affecting the salary or pay of the employees concerned. Such opportunities for training shall be allocated according to the seniority provisions of this Agreement. Job training shall not take place when the senior employee is absent from work.

- 15.09 The Employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall state type of course, time, duration and location, minimum qualifications required. The bulletin shall be posted as soon as possible on the bulletin board to allow all interested employees to apply. Time spent in such training shall be considered to be time worked.
- 15.10 It is understood that the Town will continue its policy of providing employees with the training and development for any certification(s) and/or upgrading required to perform the duties of the position for which they were hired.

#### **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 a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, providing the employees have the required qualifications to do the job.
- 16.02 Employees shall be recalled in the order of their seniority, providing the employees have the required qualifications to do the job.
- 16.03 No new employee shall be hired until those laid off have been given an opportunity of recall, subject to 16.02.
- 16.04 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, they shall be paid for the days for which work was not made available.

#### **ARTICLE 17 - HOURS OF WORK**

- 17.01 The Employer agrees that the normal working week for all employees shall be five (5) days per week, eight (8) hours per day, constituting a forty (40) hour work week. Days off will be Saturday and Sunday. Normal hours of work will be from 8:00 a.m. to 4:30 p.m. with one-half hour **unpaid** meal break.
- 17.02 Other shift work arrangements not herein specifically mentioned shall be mutually agreed upon by the Employer and the Union.
- 17.03 Employees shall be allowed five (5) minutes wash-up time before lunch periods and before quitting time.
- 17.04 An employee shall be permitted a rest period on site of fifteen (15) consecutive minutes in both the first half and the second half of a shift.
- 17.05 An employee reporting for work on **their** regular shift shall be paid **their** regular rate of pay for the period of work with a minimum of four (4) hours pay.

17.06 On the date of each month on which the regular monthly, special or deferred meeting of the Union is scheduled, work shall cease not later than 6:00 p.m. except in case of emergency.

#### **17.07 Saturday/Holiday Check**

**On a Saturday/Holiday check, the team member will report to the Public Works Shop no later than 10:00 a.m. to collect a Public Works vehicle, safety equipment, and any needed tools. The member will then:**

- 1) Visit each lift station, inspecting for any issues and ensure the lift station is secure.**
- 2) Visit the Sewage Treatment Plant to:**
  - check for issues at the UV and Blower Plants;**
  - visually inspect the lagoons;**
  - ensure the site is secure.**
- 3) Conduct a visual check of garbage cans along St. George Street (from the lights to Market Square) and in the Market Square area and remove as necessary.**
- 4) Complete any small tasks which require attention to ensure the safety of residents and visitors and the safe operation of the water and sewage systems (note to include plowing).**
- 5) The total time spent shall not exceed 3 hours.**
- 6) If others are called in for plowing, then the Saturday check will be completed and the team member will then be on applicable overtime as defined by contract and will assist in plowing as required.**

#### **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. Overtime will be fairly distributed among the employees who are willing and qualified to perform the work required. **An employee must work at least fifteen (15) minutes beyond their normal shift before being eligible for overtime compensation. If working beyond fifteen (15) minutes, the entire time shall be paid at overtime rates.**

18.02 Overtime work on any Saturday shall be paid for at the rate of time and one-half.

18.03 Overtime work on any Sunday shall be paid for at the rate of double time, except in the case of regularly scheduled weekend checks, which shall be paid for at the rate of time and one-half. In the event that Christmas, Boxing Day, New Year's Day, Canada Day or **National Day for Truth and Reconciliation** fall on a weekend, regularly scheduled checks shall be paid for at the rate of double time.

**An employee scheduled to do regular checks will be scheduled in such a way that the employee is not assigned checks on both the weekend and a holiday, nor the holiday and the day in lieu of the holiday.**

- 18.04 An employee who is called back to work outside their regular working hours shall be paid for a minimum of three and one half (3.5) hours at overtime rate.
- 18.05 Where operational requirements permit, an employee may elect to take equivalent time off in lieu of overtime. **An employee may be permitted to continuously carry an accumulation of banked overtime of up to forty (40) hours. Once the employee designates the overtime hours to be banked, the employee cannot require pay in lieu of that time and the time must be taken as time off. The banked time must be taken during the fiscal year in which it is earned. Any remaining banked time at the end of the fiscal year shall be paid out.**
- 18.06 This Article also applies to seasonal employees when called in during periods of layoff.
- 18.07 **When an employee is completing scheduled checks and is required to participate in other overtime work activities, they shall receive the overtime check compensation or applicable overtime for the minimum call back or total hours worked, whichever is greater.**

## **ARTICLE 19 - HOLIDAYS**

- 19.01 The Employer recognizes the following as paid holidays:

New Year's Day, Heritage Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Natal Day, Labour Day, **National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Governments.

- 19.02 When any of the above-noted holidays falls on a Saturday or Sunday 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.
- 19.03 An employee who does not work on a holiday listed above shall receive holiday pay equal to one day's pay. An employee who works on a holiday listed above shall be paid at the rate of double time and receive another day off with pay.
- 19.04 Seasonal employees are subject to the provisions of this article during periods of seasonal employment.

## **ARTICLE 20 - VACATIONS**

- 20.01 An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than one year	-	Vacation Pay Act
One to seven years	-	three weeks
After seven years	-	four weeks
After twenty years	-	five weeks and one additional day each year to a maximum of six weeks

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 designated by the employee and agreed to by the Employer. In addition to any other vacation time, all employees shall receive four hours vacation on Christmas Eve, at the discretion of the Employer.

- 20.02 An employee terminating **their** employment at any time in **their** vacation year, before **they have had their** vacation, shall be entitled to proportionate payment of salary or wages in lieu of such vacation, prior to termination.
- 20.03 Employees shall give preferred vacation dates to the Employer by May 1<sup>st</sup> of each year. The Employer shall endeavour to allow all employees to take **their** vacations at the preferred time. Vacations shall commence immediately following an employee's regularly scheduled days off. Employees, in order of seniority, shall initially select two weeks of vacation, after which in order of seniority, employees shall select their remaining vacation period, which periods shall be in minimum blocks of one week.
- 20.04 An employee shall be entitled to receive **their** vacation in an unbroken period, up to three weeks if mutually agreed upon between the employee and the Employer.
- 20.05 Where an employee qualified for bereavement leave under Section 22.05 or is hospitalized during **their** period of vacation there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.
- 20.06 Seasonal employees shall be entitled to vacation on pro-rata basis based on hours worked.

## **ARTICLE 21 - SICK LEAVE PROVISIONS**

- 21.01 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 21.02 Sick leave shall be earned by employees at the rate of 1 and 1/2 days for every month an employee is employed for a total of 18 days per year.
- 21.03 The unused portion of an employee's sick leave shall accrue for **their** future benefits to a maximum of 130 days.

- 21.04 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.
- 21.05 An employee may be required to produce a certificate from a medical practitioner for any illness in excess of **five (5) consecutive** working days, certifying that **they were** unable to carry out **their** duties due to illness.
- 21.06 After the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to **their** credit.
- 21.07 Where no one other than the employee can provide for the needs during illness, or attend to the medical/dental care of **their** spouse, parent, or children, an employee may be entitled, after notifying **their** supervisor, to use a maximum of five (5) days per year to be deducted from accumulated sick leave.
- 21.08 An employee with more than one (1) year of service who has exhausted **their** sick leave credits shall be allowed an extension of **their** 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 regular rate of monthly accumulation. In the event the employee fails to return to work, the employee will reimburse the Employer for any unearned sick leave which was advanced.
- 21.09 Seasonal employees shall be entitled to sick leave credits on pro-rata basis based on hours worked.
- 21.10 The Parties recognize that fraudulent use of sick leave benefits shall be considered serious misconduct entitling the Employer to take appropriate disciplinary action, up to and including discharge.**

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

- 22.01 Two representatives of the Union shall not suffer any loss of pay or benefits for the first two days involved in negotiations with the Employer during the normal working day.
- 22.02 Upon request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay and benefits. Leave of absence without pay but without loss of benefits shall be allowed employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies.
- 22.03 1) An employee shall be granted up to five (5) consecutive days leave without loss of pay and benefits in the case of death of a parent, step-parent, wife, husband, common-law spouse, brother, sister, child, step-child, mother-in-law, father-in-law, grandparent or grandchild. Where the burial occurs outside the province, such leave shall also include reasonable travelling time but shall not exceed seven (7) days in total. In the event of a death of a relative not listed or a close friend, the employee shall make application for bereavement leave without loss of pay and benefits.

2) One day bereavement leave without loss of pay or benefits shall be granted to any employee for the purpose of attending the funeral of a sister-in-law, brother-in-law, and former guardian. Reference made to "in-laws" in this Article shall mean "present" in-laws.

22.04 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 **their** normal earning and the payment **they** receive for jury service or court witness, excluding payment for travelling, 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 **their** employment shall be considered as time worked at the appropriate rate of pay. The Employer shall not be responsible for lost wages when an employee is a witness in a criminal matter or civil suit initiated by **themselves**; or in which **they** are named, unless work related.

22.05 An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to up-grade **their** employment qualifications, if approved by the Employer, which approval shall not be unreasonably withheld.

22.06 An employee shall be entitled to leave of absence without pay and without loss of seniority when **they** request such leave for good and sufficient cause. Such request shall be in writing and valid if approved by the Employer. Such approval shall not be unreasonably denied.

22.07 Employees shall be entitled to time off without loss of pay or benefits to attend the graduation of their own children to a maximum of one (1) day when the graduation occurs within Nova Scotia, and up to two (2) days when the graduation occurs outside of Nova Scotia.

## **ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES**

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 **their** wages, overtime and other supplementary pay and deductions.

23.02 When an employee is assigned to a position paying a lower rate, **their** rate shall not be reduced. When an employee temporarily relieves in a higher paid bargaining unit position, **they** shall receive the higher rate of pay, provided the relief is in excess of ten working days. When an employee temporarily relieves in the supervisor's position **they** shall receive **their** own rate of pay plus twenty-five per cent of **their** own rate of pay, provided the relief is in excess of ten working days; and **they** shall be deemed to be covered by this Collective Agreement during the period.



23.03 When employees are required to use their own vehicles for the Employer's business, they will be compensated at the rate set by the Town Council for all staff and Town Council.

## **ARTICLE 24 - EMPLOYEE BENEFITS**

24.01 The Employer agrees to continue during the life of this contract the present Pension Plan and Blue Cross Plan. The Employer and the Employee shall each cost share the premium of the Medical Plan 50/50. The Employer and the employee shall each contribute to the Pension Plan in accordance with the Plan, **with the Employer contribution being 6% and the employee contribution being 6%.**

24.02 1) 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 the maximum legally allowable "top-up" from the Employer. The benefit from this "top-up" shall be deducted from accumulated paid sick leave benefits.

2) The Employer shall continue the eligibility of the employee and the Employer's cost sharing relationship with the employee so as to allow the employee to continue in the Medical Plan. The employee must agree to pay the usual cost share amount for participation in the Plan. The Employer shall not be required to cost share benefits for a period longer than eighteen (18) months following the onset of the WCB period.

3) An Employee shall continue to accrue seniority while in receipt of Workers' Compensation Benefits.

4) Notwithstanding any vacation credits earned in the previous year, an employee shall accrue vacation credits while in receipt of Workers' Compensation Benefits until such time as the employee's annual vacation bank equals a maximum of one (1) year of annual vacation entitlement.

24.03 When an employee who has reached the age of at least sixty-five (65) years retires from the Town's employ, the following retirement award will be paid:

Five years' service	-	three weeks' pay
Ten years' service	-	five weeks' pay
Fifteen years' service	-	seven weeks' pay
Twenty years' service	-	nine weeks' pay

If an employee is forced to retire due to poor health and is fifty-five years of age or more, the retirement award referred to above will be paid to the employee provided **they are** not engaged in regular employment elsewhere after termination with the Town and a medical certificate is supplied to the Employer stating that the employee must retire due to poor health.

24.04 Seasonal employees will receive a retirement award that will be calculated on a pro-rata basis from the date of employment as a seasonal worker.

#### **25.05 Service Recognition**

- |                                   |                       |
|-----------------------------------|-----------------------|
| ▪ Completion of 5 years' service  | Certificate and \$50  |
| ▪ Completion of 10 years' service | Certificate and \$100 |
| ▪ Completion of 15 years' service | Certificate and \$150 |
| ▪ Completion of 20 years' service | Certificate and \$200 |
| ▪ Completion of 25 years' service | Certificate and \$500 |

### **ARTICLE 25 - SAFETY AND HEALTH**

25.01 The Union and the Employer agree to abide by the Occupational Health and Safety Act of Nova Scotia and shall cooperate in improving rules and practices which will provide adequate protection to employees engaged in hazardous work.

25.02 The Health and Safety Committee shall hold meetings as requested by the Union or by the Employer to deal with all unsafe, hazardous or dangerous conditions. Representatives of the Union shall suffer no losses of pay for attending such meetings. Copies of minutes of all Committee meetings shall be sent to the Employer and to the Union.

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

25.04 No employee shall be disciplined for refusal to work on a job or to operate any equipment which, in the opinion of the Safety Committee is unsafe.

25.05 The Health and Safety Committee shall be notified of each accident or injury and shall investigate and report to the Employer and the Union as soon as possible on the nature and cause of the accident or injury.

25.06 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 shift at **their** 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.

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

25.08 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**

26.01 The Employer shall supply, at its cost, clothing to employees according to the following:

- One pair of hip rubber boots
- One rubber raincoat
- One pair of safety shoes
- One pair of winter boots with liners
- Rubber gloves (when required)
- One winter jacket
- One pair of coveralls (to be available at the Town Shed when needed)

Safety shoes (boots) shall be limited to a maximum of **three hundred dollars (\$300.00)** per year.

All items to be maintained at the Public Works Building when not in use.

## **ARTICLE 27 - GENERAL CONDITIONS**

27.01 Proper accommodation shall be required for employees to have their meals and keep their clothing.

27.02 The Employer shall provide a bulletin board in the Town Works Building upon which the Union shall have the right to post notices of meetings and such other notices of interest to Union members.

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

27.04 The Parties hereto agree that during the term of this Agreement, there shall be no strikes of any kind whatsoever, work stoppages or slow down, 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.

27.05 No employee will be laid off, demoted, or suffer a loss of hours of work, or lose their job, as the result of contracting out of bargaining unit work.

27.06 During the life of this Agreement, and pursuant to the *Trade Union Act*, no employee(s) shall strike, and the Employer shall not lock out employees.

27.07 "Strike" and "Lock out" shall be as defined in the *Trade Union Act*.

## ARTICLE 28 - TERM OF AGREEMENT

28.01 This Agreement shall be binding and remain in effect from April 1, **2023** to March 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 March 31<sup>st</sup> in any year that it desires its termination or amendment.

28.02 The Parties shall make all reasonable efforts to conclude negotiations of a renewal collective agreement prior to the expiry of the Agreement.

## ARTICLE 29 - BENEFIT AND BINDING

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

29.02 This Agreement and everything contained herein shall enure to the benefit of and be binding upon the Parties hereto, their successors and assigns, respectively.

IN WITNESS WHEREOF THE PARTIES HERETO have caused this Agreement to be properly executed by the hands of their duly authorized officers and by the affixing of their respective seals the day and year first above written.

SIGNED and witnessed this 11<sup>th</sup> day of January, 2024 at Annapolis Royal, Nova Scotia.

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3552

Michael Bann

K. War

[Signature]  
Witness

TOWN OF ANNAPOLIS ROYAL

Landi Mullett Campbell

[Signature]  
Witness

## **SCHEDULE "A"**

### **Wages and Adjustments**

<b>Classification</b>	<b>Expired Hourly Rate</b>	<b>April 1, 2023 (3%)</b>	<b>April 1, 2024 (Adjustments)</b>	<b>April 1, 2025 (3%)</b>
<b>Labourer</b>	<b>\$18.73</b>	<b>\$19.29</b>	<b>\$21.00</b>	<b>\$21.63</b>
<b>Equipment Operator</b>	<b>\$21.43</b>	<b>\$22.07</b>	<b>\$22.25</b>	<b>\$22.92</b>
<b>Water Technician</b> (Level 1 Water Treatment and/or Level 1 Water Distribution)			<b>\$23.25</b>	<b>\$23.94</b>
<b>Sewer Technician</b> (Level 1 Wastewater Treatment and/or Level 1 Wastewater Collection)			<b>\$23.25</b>	<b>\$23.94</b>
<b>Water and Sewer Technician</b> (Level 1 Water Treatment and Distribution and Level 1 Wastewater Treatment and Collection)			<b>\$24.25</b>	<b>\$24.97</b>

**MEMORANDUM OF AGREEMENT**

**Between**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3552**

**And**

**THE TOWN OF ANNAPOLIS ROYAL**

**Re: Seasonal Employees**

For the purposes of Seasonal Employment, the seasons shall be as follows:

- a) Summer Season – the summer season shall be the period commencing with the first pay period in May and ending with the last pay period in October.
- b) Winter Season – the winter season shall be the period commencing with the first pay period in November and ending with the last pay period in April.

SIGNED this 11<sup>th</sup> day of **January 2024**, at Annapolis Royal, Nova Scotia.

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3552

William Bunn  
K. Way

TOWN OF ANNAPOLIS ROYAL

Sandi Millett Campbell  
P. Robinson

**MEMORANDUM OF AGREEMENT**

**Between**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3552**

**And**

**THE TOWN OF ANNAPOLIS ROYAL**

**Re: William Brown**

The Parties agree that William Brown shall be grand-parented and progress on the vacation schedule as existed in the expiring Collective Agreement until such time as they acquire twenty (20) years of service, at which time William shall continue on the scale as outlined in Article 20.01 of the Collective Agreement.

Less than one year	-	Vacation Pay Act
One to five years	-	three weeks
After five years	-	four weeks
After twelve years	-	five weeks

SIGNED this 11<sup>th</sup> day of **January 2024**, at Annapolis Royal, Nova Scotia.

Canadian Union of Public Employees  
Local 3552

William Brown  
K. Walsh

Town of Annapolis Royal

Sandi Millett Campbell  
C. Robinson

**MEMORANDUM OF AGREEMENT**

**Between**

**Canadian Union of Public Employees, Local 3552**

**and**

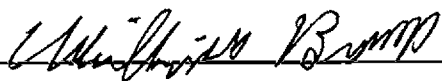
**The Town of Annapolis Royal**

**Re: Kevin Walsh - Reclassification**



**Effective December 30, 2023, Kevin will be reclassified from the classification of Labourer to that of Equipment Operator.**

**SIGNED this 11<sup>th</sup> day of January 2024, at Annapolis Royal, Nova Scotia.**

**Canadian Union of Public Employees,  
Local 3552**

  
K. Walsh

**Town of Annapolis Royal**



**MEMORANDUM OF AGREEMENT**

**Between**

**Canadian Union of Public Employees, Local 3552**

**and**

**The Town of Annapolis Royal**

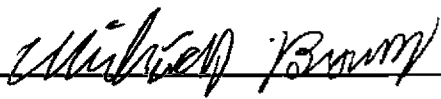
**Re: William Brown - Rate of Pay Adjustment and Notice of Resignation**

**Effective April 1, 2024, William's rate of pay will be adjusted to \$23.25.**

**William undertakes to provide the Employer at least one (1) months' notice prior to resignation or retirement.**

**SIGNED this 11<sup>th</sup> day of January 2024, at Annapolis Royal, Nova Scotia.**

**Canadian Union of Public Employees,  
Local 3552**

  
K. Warner

**Town of Annapolis Royal**

