

CUPE

On the front line

Collective Agreement

between

The Town of Lunenburg

and

The Canadian Union of Public Employees

Local 1780

NOVEMBER 1, 2024 - OCTOBER 31, 2028

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BETWEEN:

THE TOWN OF LUNENBURG

(hereinafter called the "Town")

Party of the First Part

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL
1780**

(hereinafter called the "Union")

Party of the Second Part

WHEREAS the parties hereto share a mutual interest in providing a high standard of service to the public through the Public Works Department of the Town.

AND WHEREAS the Town and the Union desire to enter into a Collective Agreement, the purpose of which is as follows:

- (a) to establish and maintain mutually satisfactory hours of work, wages and working conditions and to provide for the prompt handling of grievances and orderly collective bargaining; and
- (b) to promote the morale, well-being and security of all of the employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the members be drawn up in an Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - DEFINITIONS

- 1.01 (a) Agreement — means the Collective Agreement
- (b) Council — means the Lunenburg Town Council
- (c) Department — means the Town of Lunenburg's Public Works Department, including the Cemetery
- (d) Member — means a member of the Canadian Union of Public Employees Local 1780.

(e) Town — means the Town of Lunenburg Town council.

ARTICLE 2 - RECOGNITION

- 201 The Town recognizes the Canadian Union of Public Employees and its Local 1780 as the sole and exclusive collective bargaining agent for a bargaining unit consisting of all the employees of the Town of Lunenburg covered by this Agreement employed in the classifications listed in Schedule "A", but excluding office employees and those excluded by paragraph (a) and (b) of subsection of Section 1 of the *Trade Union Act*, and, in particular, excluding the Town Engineer, Public Works Superintendent and Water Resource Manager.
- 202 The Town hereby consents and agrees to negotiate with the Union, or any of its authorized committees concerning all matters affecting the relationship between the parties to this Agreement, looking toward a peaceful and amicable settlement of any differences that may arise between them.
- 203 No employee covered by this Agreement shall be required or permitted to make any written or verbal Agreement with the Town or its representatives which violates the terms of the Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 301 The Union acknowledges that subject to the terms of this Agreement, it is the exclusive function of the Town to:
- (a) maintain order, discipline and efficiency; and
 - (b) operate and manage its business, including the provision of municipal services, in all respects in accordance with its commitments and responsibilities.
- 302 The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.

ARTICLE 4 - NO DISCRIMINATION

- 401 The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, discharge or otherwise on account of any grounds of discrimination in the *Human Rights Act*, subject to the normal retirement age as defined Article 29 herein, physical handicap of the individual unless the nature and extent of the handicap reasonably precludes performance of the particular employment or training, or by reason of membership in a trade union.

- 4.02 The union agrees that it will not exercise its rights and powers in an attempt to direct the working force in a discriminatory manner.

ARTICLE 5 - UNION SECURITY

- 5.01 Subject to Article 6, Probationary Employees, all employees of the Town covered by Article 2.01 shall, as a condition of continuing employment, become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. The parties agree that this clause is subject to the Agreement that a summer student, namely persons hired for a temporary period between April 15 and September 15 of any calendar year and who expects to attend a regular program of study commencing in the fall after termination of their employment to the Town of Lunenburg, shall receive as their rate of pay while employed by the Town that rate applicable to the "Labourer (probationary period)".

ARTICLE 6 - PROBATIONARY EMPLOYEES

- 6.01 All newly hired employees of the Town ("Probationary Employees") covered by this Agreement shall have a probationary period of 90 satisfactory working days.
- 6.02 All Probationary Employees shall, as a condition of continuing employment become and remain members in good standing of the Union after completion of ninety (90) working days with the Town. All Probationary Employees shall pay union dues from the first day of work. All Probationary Employees shall be paid at one hundred percent (100%) of the wages in Appendix A.
- 6.03 Probationary Employees can be disciplined or dismissed if the Town decides that the Probationary Employee is unsatisfactory. Such discipline or dismissal may be grieved.
- 6.04 All Probationary Employees who are regularly scheduled to work and are required to work continuous of their regular shift (overtime) shall be entitled to overtime at the applicable overtime rate.

ARTICLE 7 - CHECK-OFF OF UNION DUES

- 7.01 The Town shall deduct from each employee all dues, initiation fees or assessment levied by the Union on its members in accordance with the Union's Constitution and By-laws.
- 7.02 The deductions shall be made from the payroll period at the end of each month. Such deductions shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 Saint-Laurent Boulevard, Ottawa, Ontario K1G 0Z7, or such other address as requested in writing by the Union to the Town from time to time, accompanied by a list of names from whose earnings the deductions have been made.

- 7.03 At the same time income tax (T4) slips are made available, the Employer shall include the amount of union dues paid by each employee in the previous year.

ARTICLE 8 - ACQUAINT NEW EMPLOYEES

- 8.01 The Town agrees to acquaint new employees covered by this Agreement with the fact that a Union Agreement is in effect, and the Union agrees that it will supply all Union members with a copy of this Collective Agreement.
- 8.02 The Town further agrees that it will acquaint all employees covered by this Agreement with the conditions of employment set out in the provisions herein dealing with Union Security and Dues Check-off by posting the same on a bulletin board which is accessible to all employees.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

- 9.01 The Town and the Union agree to establish an Employee-Management Committee consisting of not more than three (3) representatives of the Union and three (3) representatives of the Town.
- 9.02 The Committee shall discuss matters of mutual concern, review suggestions from employees and questions of working conditions and services.
- 9.03 The Committee may meet once in each calendar month. Such meeting may be called by either party. Other meetings may be held as mutually agreed to by the parties.

ARTICLE 10 - HOURS OF WORK

- 10.01 The Town agrees that the normal working week for all employees covered by this Agreement shall be five (5) days per week (Monday through Friday, inclusive), eight (8) hours per day constituting a forty (40) hours work week, unless such an employee is directed to work overtime by the Town Engineer or designate. The normal shift shall be from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m. During the months of July and August, the Town Engineer or designate may determine that it is necessary for operational reasons to require one or more employees to work an early shift which shall be from 6:00 a.m. until 12:00 noon and from 12:30 p.m. until 2:30 p.m. The hours of work as set out may be changed by mutual agreement between the Town Engineer or designate and the individual employee concerned. This provision does not constitute a guarantee of employment.
- 10.02 If the need arises due to the length of a winter storm, or other operational needs, the Town Engineer or designate may determine that employees are required to work overtime to a maximum of 16 consecutive hours, if, the employee and Town Engineer or designate believe that the employees are in a fit condition to safely do so. This will be followed by eight (8) hours of rest before their next regular shift or

overtime. If the eight (8) hour rest period, or any portion thereof, occurs during a regular shift, the employee will be paid at their regular rate and not subject to layoff.

ARTICLE 11 - HOLIDAYS

11.01 All employees covered by this Agreement shall be granted the following as paid legal holidays:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) Canada Day
- (f) First Monday of August
- (g) Labour Day
- (h) National Day for Truth and Reconciliation
- (i) Thanksgiving Day
- (j) Remembrance Day
- (k) Christmas Day
- (l) Boxing Day
- (m) Heritage/Family Day
- (n) Any other day proclaimed as a holiday by the Federal or Provincial Government.
 - If a holiday falls on a Saturday or Sunday, all employees covered by this Agreement shall be granted an additional day off on the Monday immediately following the holiday.
 - In order to qualify for holiday pay, employees must have worked on the scheduled working day prior to the holiday and the scheduled workday immediately after the holiday, unless such absence occurs during paid leave of absence or on approved leave of absence without pay for Union business.

ARTICLE 12 - VACATIONS

12.01 All employees shall receive an annual vacation with pay, to be scheduled by the Town Engineer or designate, the duration of which shall be based upon the length of continuous service of the employee with the Town and shall be as follows:

At the completion of:

- | | | |
|-----|---------------------------------|---------------------------------|
| (a) | one to five years | - fifteen (15) working days |
| (b) | six to ten years | - twenty (20) working days |
| (c) | eleven to twenty years | - twenty-five (25) working days |
| (d) | twenty-one to thirty-five years | - thirty (30) working days |
| (e) | thirty-five plus years | - thirty-five (35) working days |

12.02 If a holiday falls or is observed during an employee's vacation period, such employee shall be entitled to an additional day's vacation with pay at their prevailing rate, and such day shall immediately follow the vacation period.

12.03 Vacation schedules shall be posted by April 30th of each year and shall not be changed unless mutually agreed by the employee and the Town Engineer or designate.

12.04 Employees shall receive their vacation in an unbroken period, if requested, subject to Articles 12.01, 12.05 and 12.06.

12.05 All employees shall submit their request for vacations to the Town Engineer or designate not later than the 31st day of March of each year.

12.06 The Town Engineer or designate in scheduling vacations will make all reasonable efforts to meet the wishes of the employees consistent with maintaining its work force and municipal services.

12.07 No employee shall be required or permitted to work during his/her vacation except in cases of emergency as determined by the Town Engineer or designate where extra staffing is required.

12.08 Vacation benefits for seasonal employees shall be on a prorated basis. Employees who work seasonally or part-time shall be paid vacation pay in accordance with Article 12.01, with one year of service equaling 2080 accumulative hours worked regardless of the actual number of calendar years it takes to reach one year of service.

- 12.09 For the purpose of Article 12.07, vacation is defined as any 24-hour period that includes a vacation day. Example: an employee taking vacation on a Monday would not be available for work from 12:00 a.m. Monday morning until 11:59 p.m. Monday evening. Weekends included in vacation taken in multiple weeks are considered vacation days for the purposes of this Article.
- 12.10 Employees may request a 5-day vacation carryover with the Town Engineer's or designates approval to be used before March 31 and such approval shall not be unreasonably withheld.

ARTICLE 13 - SICK LEAVE

- 13.01 Sick leave is defined as an employee illness and/or medical appointments.
- 13.02 Benefits commence for permanent staff after the employee's probationary period. Accumulation shall commence retroactively after the employee becomes a permanent staff member to the date hired during the month.
- 13.03 All permanent employees shall accumulate sick leave at the rate of one and one half (1.5) days per month to a maximum accumulation of one hundred and forty (140) days (1120 hours).
- 13.04 Any illness of over three (3) days' duration requires a doctor's certificate. The Town may further require an employee to be examined by a medical doctor in the event of an employee wishing to return to work after a period of sick leave or work-related injury to determine the employee's fitness to return to duty, the cost of which shall be borne by the Town.
- 13.05 All Employees are required to notify the on-call supervisor or designate as far in advance as possible and, in any event, not less than 30 minutes before the start of the Employee's shift of any absence due to illness. The failure of an Employee to provide 30 minutes notice of absence due to illness, without a reasonable excuse, may result upon investigation in the Employee not receiving payment of sick leave for that occasion.
- 13.06 The Town Engineer or designate shall report to the Town Office any use by employees of sick leave benefits provided under this Agreement.
- 13.07 The Town shall provide each employee with a statement of sick leave within three (3) months after the end of each calendar year.
- 13.08 When an employee is given a leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such absence, the employee shall not receive sick leave credit for the period of such

absence but shall retain their accumulative credit, if any, existing at the time of such leave or lay off.

13.09 Fraudulently applying for or obtaining sick leave shall be a cause for immediate discipline.

13.10 All employees shall be entitled to take a maximum of three (3) sick leave days annually to be designated as Family Sick Leave days, which may be taken when there is no one else at home capable of caring for an employee's ill spouse, children or parents. Family Sick Leave Days may not be accumulated from one year to the next. Any employee who uses their entitlement to these days will have these days deducted from their accumulated sick leave.

13.11 Accumulated sick leave shall be paid out at a rate of one (1) day's pay for every two (2) days of unused sick leave upon retirement which for the purposes of this Article only shall be the minimum age of fifty-five (55) years.

ARTICLE 14 - WAGES

14.01 The Town agrees that all employees covered by this Agreement shall be paid at the rate of pay as set out in Schedule "A", annexed hereto and forming part of this Agreement.

14.02 If any employee covered by this Agreement has not received the wages earned in any one period due to error in calculation, it shall be adjusted and paid as soon as possible.

ARTICLE 15 - OVERTIME

15.01 All time worked beyond the normal workday, the normal work week, or on a holiday shall be considered as overtime.

15.02 Overtime rates shall apply for work as follows:

(a) On a regular workday, Saturday or a non-paid holiday: - time and one-half of all hours in any one day or shift, beyond the normal workday as defined in Article 10 herein.

(b) On a Sunday or paid holiday: - double time.

15.03 Employees shall not be required to lay off during regular hours to equalize any overtime worked.

15.04 An employee who is called in and required to work outside their regular working hours shall be paid a minimum of four (4) hours at prevailing rates, saving and excepting for callouts respecting water shut offs and turning on of water which shall be paid at a minimum of two (2) hours at prevailing rates. Four (4) hours at

prevailing rates shall be paid for water shut offs or turning on of water for commercial meters that are 3/4 inches or larger.

- 15.05 (a) At least one week in advance, an employee may seek the approval of the Town Engineer or designate to take time in lieu of overtime pay at equivalent overtime rates. Notwithstanding the immediately foregoing, The Town Engineer or designate may call back to work an employee who has been previously approved to take time off in lieu of overtime and the employee shall be paid at prevailing rates.

An employee shall be permitted to accumulate ten (10) days/eighty (80) hours of time off in lieu of overtime at one time.

- (b) From January 1st to March 31st when time in lieu of overtime is used by the employee, the employee may restore his/her accumulated overtime to the maximum permitted (10 days/80 hours). The use of all accumulated overtime is subject to the approval process in Article 15.05(a).
- (c) Any time off in lieu of overtime not taken shall be paid out at prevailing rates during the last pay period of the year.
- (d) No employee shall be required or permitted to work during their lieu time off except in cases of emergency as determined by the Town Engineer or designate where extra staffing is required.
- (e) An employee who has accumulated time off in lieu of overtime pay, and at a later date decides to take payment for such time, must notify the Town Engineer or designate at least one week prior to the next regular pay period. The Town will then make payment on the upcoming payday.
- (f) Subject to the approval of the Town Engineer or designate, an employee may take up to eight hours of time off in lieu of overtime without affecting the employee's accumulated bank of overtime provided that on each occasion the time is taken within 24 hours of its being earned.

15.06 The Employer agrees to distribute all overtime as equitably as possible. The Employer agrees to post overtime hours for all employees at the beginning of each month. For the purpose of this article, overtime refusals shall be recorded as time worked. Employees shall not be entitled to claw-back or catch-up overtime for periods when employees are not at work because of layoff or approved leaves of absence. The Employer agrees that both monthly and yearly totals will be posted.

15.07 Pre-approved overtime, not continuous with the shift, shall be for a minimum of two (2) hours at applicable overtime rates.

- 15.08 For overtime in excess of four (4) hours continuous with a shift ***either before or after the scheduled shift***, the Town agrees to provide a rest period with a meal of a value of up to fifteen dollars (\$15.00) paid by the Town before returning to overtime work, ***or starting their scheduled shift***, if required.

ARTICLE 16 - GRIEVANCE PROCEDURE AND ARBITRATION

- 16.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Town acknowledges the right of the Union to appoint or elect a Grievance Committee to represent the members. Such Committee shall consist of a chairman and two other members of the Union, whose names shall be communicated to the Town by the Union in writing upon the signing of this Agreement. Any change in the personnel of such committee shall be immediately communicated in writing to the Town by the Union.
- 16.02 Members elected or selected to the Grievance Committee shall hold office until they cease to be employees or until their successor is chosen, whichever event first occurs.
- 16.03 In order that the work of the Town shall not be reasonably interrupted, members of the Grievance Committee shall not leave their work without obtaining the permission of their supervisor.
- 16.04 Should a dispute arise between the Town and any employee regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, such dispute shall be settled without interruption of the Town's business in the following manner:
- Step 1 The aggrieved employee shall first seek to settle the grievance with the Town Engineer or designate within ten (10) working days of the event giving rise to the grievance. Failing satisfactory settlement, the aggrieved employee shall submit the grievance to the Grievance Committee in writing within ten (10) working days.
- Step 2 If the Grievance Committee considers the grievance to be justified, the employee concerned, or the Grievance Committee shall first seek to settle the dispute with the Town Engineer or designate.
- Step 3 Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step 2, the employee concerned, or the Grievance Committee, will submit to the Town Council or its nominee a written statement of the particulars of the complaint and the redress sought. The Town Council, or its nominee, shall render a decision within fifteen (15) working days after receipt of such notice. The Union shall have the right to submit a grievance in writing where the matter dealt with in the grievance relates to a group of employees.

Step 4 Failing satisfactory settlement being reached in Step 3, the Union may, within ten (10) days from the day the Council or its nominee renders its decision, give fifteen (15) days' notice in writing to the Town of its intention to refer the dispute to arbitration.

At this stage in the grievance procedure, the parties may agree to refer the grievance to the Department of Labour's dispute resolution for a non-binding consideration of the case.

Step 5 Upon receipt by the Town of the decision of the Union to refer the dispute to arbitration, representatives of the Union and the Town may attempt at the outset to agree to a single arbitrator, who shall have all of the powers of an arbitration board under this Agreement, and if no agreement can be reached within fifteen (15) working days, then the following procedure shall be utilized. The Town shall appoint one member, and the Union shall appoint one member to a board of arbitration, each to be appointed within fifteen (15) days following written notice requiring arbitration, and the members so appointed shall select, within five (5) days after the appointment of the second member, a third member who shall be Chairman. If either party refuses or neglects to appoint a member as aforesaid to a board of arbitration, the Minister of Labour for the Province of Nova Scotia may be requested by the other party to name a member. In the event that the two members appointed are unable to agree upon the selection of a Chairman, the Minister of Labour for the Province of Nova Scotia, shall appoint the said Chairman.

- 16.05 The Union and the Town shall bear the expenses and remuneration of the chairman in equal amounts.
- 16.06 The expense and remuneration of the other two members of the board of arbitration shall be borne by the parties by whom they were selected or for whom they were appointed by the said Minister of Labour.
- 16.07 The arbitration board, shall not have the power to change the Agreement or to alter, modify or amend any of its provisions, or make any decision contrary to the provisions of this Agreement. The majority decision of the said board shall be final and binding on both parties.
- 16.08 The arbitration board shall have the power to modify or set aside any penalty imposed by the Town or the Town Engineer or designate relating to the disciplinary measures before them.
- 16.09 Should the parties disagree as to the meaning of the board of arbitration of the parties shall reconvene the board to clarify the decision, which it shall do within three (3) working days.

- 16.10 The time limits fixed in the grievance and arbitration procedures may be extended by consent of the parties to this Agreement. Any agreement to an extension of time limits in the Collective Agreement must be in writing.
- 16.11 It is recognized by the Town that the Union may, if it deems it necessary, be represented by a representative of the Canadian Union of Public Employees when appearing before a board of arbitration or at any stage throughout the grievance procedure.
- 16.12 All replies to grievances and arbitration shall be in writing at all stages. The Town shall supply the necessary facilities for the grievance meetings in a reasonable location as determined by the Town.
- 16.13 At any stage of the grievance or arbitration procedure, the parties may have the reasonable assistance of the employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Town's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 17 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 17.01 (a) An employee who is discharged or suspended, shall be given the reason for the said discharge or suspension in writing.
- (b) An employee shall have the right to have their Shop Steward present at any meeting with supervisory personnel when disciplinary action will result in same being recorded in the employee's personnel file. The employee shall be so advised prior to any such meeting
- 17.02 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 16 — Grievance Procedure and Arbitration. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases; however, such grievance must be submitted within ten (10) working days of the matter giving rise to the grievance.
- 17.03 Should it be found upon an investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position without loss of seniority and shall be compensated for all the time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension.
- 17.04 Whenever the Town or its authorized agent deems it necessary to censure an employee in a manner indicating that a discharge may follow any further infraction or may follow if such employee fails to bring his work up to a required standard by a given date, the Town shall within ten (10) days thereafter give written particulars of such censure to the employee involved, and may give a copy of such particulars to the Secretary of the Union.

17.05 The record of an employee shall not be used against him at any time after twenty four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, unless the employee has received similar discipline.

17.06 An employee shall have the right, upon giving the Town Manager/Clerk or designate two (2) days notice in advance to review his/her personnel file in the presence of the Town Manager/Clerk or designate in their office and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

ARTICLE 18 - SENIORITY

18.01 Seniority is defined as the length of service within the Town and shall be used as one of the factors in determining preference or priority for promotions, transfers, demotions, layoffs, recall and reduction in work force.

18.02 (a) The Town 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 every Union member in his/her January paystub enclosure.

(b) On the receipt of written permission from an employee the Employer shall provide to the Union, on request, once annually a List of Employee contact information including home addresses and telephone numbers as well as email address where available. The Union shall provide the Town with a standard form letter in a format acceptable to the Town, for the purposes of granting employee permission.

18.03 A thirty (30) day protest period respecting any revisions in the seniority list only shall be allowed following each posting. Upon presentation of proof or error by an employee, the Union or Town, such error shall be corrected. Any date not protested within the thirty (30) day protest period, shall be considered as permanently established.

18.04 Employees shall lose seniority rights and be deemed terminated if:

(a) they voluntarily leave the service of the Town; or

(b) they are discharged for just cause; or

(c) they are suspended for just cause, in which event the loss of seniority shall be for the period of suspension; or

(d) they are laid off for a period of one year or more; or

(e) having been laid off, fail to return to work within one week of being recalled.

The Union and the Town may agree to waive subsections (a), (d) and (e) of this clause in any individual case.

ARTICLE 19 - PROMOTIONS, LAYOFFS, RECALLS AND REDUCTION OF WORKFORCE

- 19.01 All proposed permanent promotions to classifications with the bargaining unit shall be publicized *internally and externally* on the bulletin boards for a period of seven (7) days thereby affording employees an opportunity to make application in writing.
- 19.02 The Town has the right to make promotions, but it agrees that where two persons of equal merit, ability and qualifications in the opinion of the Town are being considered for the promotion, the award will be made on the basis of seniority.
- 19.03 A person who is not a member of the bargaining unit shall not be promoted to positions within the bargaining unit over employees covered by this Agreement if there is an employee who is a member of the bargaining unit and covered by this Agreement who has the qualifications for the job. The qualifications of any such employee shall be determined by the Town subject, nevertheless, to all other terms of this Agreement.
- 19.04 Upon promotion, the successful applicant shall be placed on trial for a period of two (2) months, unless it is determined that an extension is required which may be up to a maximum of an additional two (2) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months of the extended period if applicable. 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, without loss of seniority.
- 19.05 When a vacancy occurs in the Department that is going to be filled or a new position is created, either inside or outside of the bargaining unit, the Town shall post notice of the position on the bulletin boards for a minimum of one (1) week in order that all members will know about the position and may submit a written application. However, vacancies arising from normal retirement that the Town determines will be filled shall be posted sixty (60) days prior to the employee's normal retirement date, with notification sent to the Union.
- 19.06 Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate.

- 19.07 Within seven (7) 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 Town shall provide to all senior applicants who have been denied a promotion or transfer a written explanation as to why the successful applicant was selected. The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements or other terminations of employment of employees covered by this Agreement.
- 19.08 In the event of layoffs, employees shall be laid off by category of work as required by the Town. Seniority shall be taken into consideration, subject to the skill and ability of the employees involved.
- 19.09 In the event of recall, employees shall be recalled by classification categories of work as required by the Town and of those with the most seniority in the departments or categories concerned shall be recalled first. The provisions of this clause shall be satisfied when the Town provides a letter to the last address supplied by the employee to the employer.
- 19.10 The Town shall notify employees who are to be laid off five (5) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work five (5) full days after notice of layoff, the employee shall be paid in lieu of work for that part of five (5) days during which work was not made available.
- 19.11 In the event that an employee's driver's license is suspended, the Town shall determine whether it has any alternate employment, for which the employee is qualified, that does not require a driver's license. No other employee shall be subject to lay-off in order to provide alternate employment. In the event that no such alternate employment is available, or the alternate employment subsequently becomes unavailable, the employee shall be laid-off until such time as the employee's driver's license is reinstated. Once the employee's driver's license has been reinstated, and upon thirty (30) days notice, in writing, to the Town, the employee shall be entitled to return to that employee's former position with all rights and benefits of the Collective Agreement. Notwithstanding Article 18.04(d), employees who are laid-off due to the suspension of a driver's license shall have an additional thirty (30) days beyond the one year period defined in Article 18.04(d) in which to have their driver's license reinstated. The Town may, at its discretion, grant extensions for valid reasons.

ARTICLE 20 - VEHICLE COLLISION

- 20.01 All employees covered by this Agreement who, while operating the Town's vehicles, become involved in any collision or accident with the said vehicle while acting within the course and scope of their duties, shall continue to receive their

normal rate of pay until the investigation of the collision or accident has been completed by the Town. If any wages have already been paid, they shall be returned to the Town by the employee if it is found that the accident was due to the negligence or willful action of the employee.

ARTICLE 21 - TEMPORARY ASSIGNMENTS

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

ARTICLE 22 - WORKERS COMPENSATION

22.01 Employees who have been incapacitated at their work by injury or compensable occupational disease, or who, through advancing years or temporary disablement are unable to perform their regular duties, will be employed in other necessary and available work which they can do, except that such employees may not displace any other employee with more seniority. If an employee is injured on the course of employment and is receiving Workers' Compensation payments then such payments shall be credited to the Town and the Town shall pay the employee their regular pay.

ARTICLE 23 - LEAVE OF ABSENCE

- 23.01 No more than two (2) representatives of the Union shall not suffer any loss of pay or benefits when required to leave their employ temporarily in order to act as a shop steward with respect to a grievance. Not more than two (2) representatives of the Union shall not suffer any loss of pay or benefits when required to leave their employ temporarily in order to carry on negotiations with the Employer.
- 23.02 Leave of absence without pay and without loss of seniority shall be granted, upon request to the Town to any two (2) employees elected or appointed to represent the Union at union conventions, labour schools or seminars. Such time shall not exceed a total of ten (10) working days divided between the two (2) employees in any one year.
- 23.03 In years when the Union holds its National Convention, an additional ten (10) days without pay and without loss of seniority divided between the two (2) employees to attend the National Convention will be provided.

23.04 The Town shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, provided that the Town's business can be carried on satisfactorily. Such request shall be in writing and approved by the Town. Such approval shall not be withheld unjustly.

23.05 An Employee covered by this Agreement shall not suffer any loss of pay or benefits if selected to serve as a juror or if required to attend court for jury selection.

ARTICLE 24 - PAID BEREAVEMENT LEAVE

24.01 An employee shall be granted **five (5)** consecutive working days leave without loss of pay and benefits in the case of the death of a parent, guardian, spouse, common law spouse, child, brother, sister, stepparent, stepchild, mother-in-law, father-in-law, grandchild or grandparent provided that such day is a scheduled work day and that such leave is necessary for the purpose of making arrangements and attending the funeral. The Town may provide up to two (2) additional days leave without loss of pay and benefits where such time is necessary for travel to and from the funeral.

24.02 On the death of any relative not referred to in clause 24.01, a fellow employee or close friend, the employee shall be granted a leave of absence with pay to compensate for time lost, not to exceed one day, to attend the funeral.

ARTICLE 25 - CLOTHING ISSUE

25.01 All employees covered by this Agreement shall be provided with the following clothing and footwear as required and determined by the Town Engineer or designate at the Town's cost. ***Any requests for clothing in accordance with this Article shall be answered within seven (7) calendar days. Such requests shall not be unreasonably denied.***

- one (1) pair of rubber boots
- one (1) pair of CSA approved safety footwear
- two (2) pairs of coveralls
- one (1) pair of winter, insulated coveralls or a winter parka which shall be embroidered with the Town logo, member's name and Department name if space permits
- one (1) suit of oil gear (rain wear)

Any clothing or footwear damaged or to be replaced must be returned to the Town Engineer or designate before any replacement shall be issued.

ARTICLE 26 - HEALTH AND SAFETY

- 26.01 Employees working on any job where conditions are such that safety equipment or protective equipment is necessary will be supplied with such equipment by the Town and, where such equipment is so provided, the employee shall wear/use it for the purpose for which it is provided.
- 26.02 No employee shall be disciplined for refusal to work on a job which, in the opinion of the Town Engineer or designate, is not safe.
- 26.03 The Town and the Union shall undertake to comply with the *Occupational Health and Safety Act*.

ARTICLE 27 - NO STRIKE OR LOCKOUT

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

ARTICLE 28 - GENERAL CONDITIONS

- 28.01 Reasonable and proper accommodation shall be provided for employees to have their meals and keep and change their clothes during the workday.
- 28.02 The Town shall provide two (2) bulletin boards which shall be placed so that all employees will have access to one of 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.
- 28.03 One such bulletin board shall be placed on the Cemetery property.

ARTICLE 29 - RETIREMENT AGE

- 29.01 An individual may request to stay working after the age of 65 years and the Town may permit an employee to continue beyond the age, although an employee may retire prior to such time and avail themselves of relevant pension plan benefits. All vested rights under the Town's present pension plan shall be retained so that those given the privilege of continuing payments to the plan until age seventy-one (71) shall be permitted to do so except as restricted by Federal and/or provincial legislation.

ARTICLE 30 - RETIREMENT AWARD

- 30.01 Upon retiring at the age of 50 (fifty) years or more, an employee shall receive a cash reward which is equal to 1.5 days (one and half) of the employee's current daily rate of pay at

the time of retirement multiplied by the number of complete years of service that the employee has with the Town.

ARTICLE 31 - DURATION AND TERMINATION OF AGREEMENT

31.01 This Agreement shall be binding and remain in effect from November 1, 2024 and shall continue until October 31, 2028 and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least three (3) months prior to the 31st day in October in any year that it desires it to be amended, or that the terms and conditions of a new Agreement be negotiated to replace this Agreement.

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

31.03 Notice to be effective must be in writing and served in the following manner:

(a) if given by the Town, it must be served either by personal service or registered mail upon the President or Secretary of the Union;

(b) if given by the Union, it must be served either by personal service or registered mail upon the Town Manager/Clerk;

(c) failure to serve such notice in the aforementioned manner will render the notice null and void.

ARTICLE 32 - BENEFIT AND BINDING

32.01 This Agreement and everything contained herein will endure to the benefit of and be binding upon the parties hereto, their successors and assigns, respectively, if, determined by the Labour Board.

ARTICLE 33 - SECURITY

33.01 The Town of Lunenburg agrees that it will not reduce the number of employees or reduce the hours of work for bargaining unit employees for the term of this contract — November 1, 2024 - October 31, 2028.

ARTICLE 34 - BENEFIT PLAN

34.01 The Town shall continue to provide the employee benefit plan in effect on signing this agreement, or comparable insurance coverage. No further changes to the plan will be made without the consent of both the Town and the Union.

34.02 The Town will pay (seventy) 70% of the premium of the benefit plan with the remaining (thirty) 30% paid by employees.

34.03 All new employees must become members of the benefit plan at a minimum single subscriber level.

34.04 Seasonal employees are eligible for year-round coverage with the same cost sharing as set out in Article 34.02.

ARTICLE 35 - RRSP/PENSION PLAN

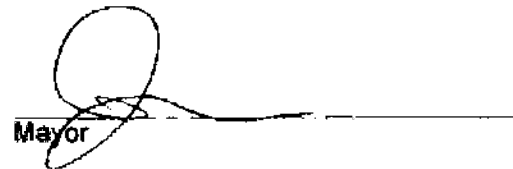
35.01 The Town has established an RRSP/Pension Plan. All employees shall contribute 6% of their wages to the RRSP/Pension Plan. The Town shall match employee contributions to a maximum of 6%.

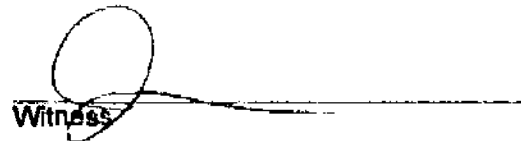
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals the day and year first written above.

SIGNED, SEALED AND DELIVERED
In the presence of:

TOWN OF LUNENBURG


Witness

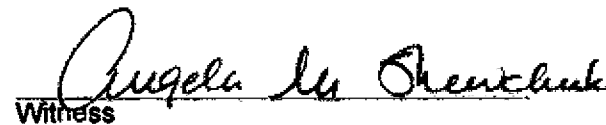

Mayor



Witness

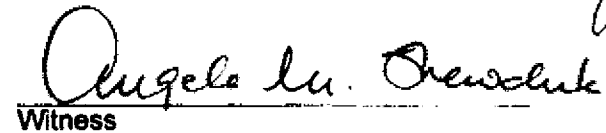

Chief Administrative Officer

SIGNED, SEALED AND DELIVERED
In the presence of:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1780


Witness


President


Witness


Secretary

SCHEDULE "A"
Classification and Wages

		Year 1	Year 2	Year 3	Year 4
		12.00%	3.00%	3.00%	3.00%
Classification	Expired Rate	1-Nov-24	1-Nov-25	1-Nov-26	1-Nov-27
Labourer	\$25.62	\$28.69	\$29.56	\$30.44	\$31.36
Operator	\$27.10	\$30.35	\$31.26	\$32.20	\$33.17
Heavy Equipment Operator	\$28.32	\$31.72	\$32.67	\$33.65	\$34.66
Draftsman Technician	\$28.32	\$31.72	\$32.67	\$33.65	\$34.66
WRO 1 - In Training	\$27.58	\$30.89	\$31.82	\$32.77	\$33.75
WRO 1 - Certification Level 1	\$30.36	\$34.00	\$35.02	\$36.07	\$37.16
WRO 1 - Certification Level 2	\$31.07	\$34.80	\$35.84	\$36.92	\$38.03
WRO 1 - Certification Level 2**	\$32.22	\$36.09	\$37.17	\$38.28	\$39.43
ODRC Premium (Plants only or Distribution/Collection only)	\$3.40	\$3.81	\$3.92	\$4.04	\$4.16
ODRC Premium (Plants and Distribution/Collection)	\$5.09	\$5.70	\$5.87	\$6.05	\$6.23
Lead Hand Premium	\$5.09	\$5.70	\$5.87	\$6.05	\$6.23
Cemetery Lead Hand Premium	\$2.00	\$2.24	\$2.31	\$2.38	\$2.45

Labourer includes but is not limited to sewer maintenance, water service, machine operation and servicing and carpentry.

Operator only includes those employees when employed truck driving, snow plowing, sidewalk plowing, welding and services of backhoe, hough, truck, snowplow and sidewalk plow, *roller* and related attachments thereto. ***The sidewalk plow is classified as an Operator for all hours worked.***

Heavy Equipment Operator includes backhoe and hough operator.

Public Works Lead Hand is responsible for coordinating, overseeing, and carrying out the operations of the Public Works activities, excluding the Cemetery, while promoting a safe work environment.

Cemetery Lead Hand is responsible for coordinating, overseeing, and carrying out the operations of the Cemetery activities while promoting a safe work environment

WRO 1 – Certification Level 2** rate is paid to those employees with the following certifications:

Wastewater Treatment Plant Class II – Treatment
Wastewater Treatment Plant Class II – Collection
Water Treatment Plant Class I – Treatment
Or
Water Treatment Plant Class II – Treatment
Water Treatment Plant Class II – Distribution
Wastewater Treatment Plant Class I – Treatment

ODRC Premium – a premium per hour as noted in Schedule A shall be added to the WRO Level 2 rate while performing the duties of ODRC in accordance with the LOU – ODRC in this agreement.

AGREED UPON DISCUSSION ITEMS:

1. **SSE – The Employer and the Union agree that after (sixty) 60 days of the signing of the renewed collective agreement, both parties will meet to develop a memorandum of understanding on the SSE.**
2. **Pension Plan – Both parties agree that after (four) 4 months of signing the renewed collective agreement, they will explore the possibility of joining the Public Service Pension Plan (PSPP).**

**LETTER OF UNDERSTANDING
DESIGNATION OF OVERALL DIRECT RESPONSIBLE CHARGE ("ODRC")**

- 1. The requirements of the Environment Act and the Water and Wastewater Facilities and Public Drinking Water Supplies Regulations ("Regulations") require that the water treatment and wastewater treatment plants of the Town have an ODRC who has certifications equivalent to the certification levels of the plants.**
- 2. The Town designated Mr. John Mader as the ODRC for the water treatment plant and Mr. John Lohnes for the wastewater treatment plant effective February 28, 2019.**
- 3. The additional duties arising from designation as the ODRC for these plants are detailed in the revised job descriptions, as may be amended by the Town from time to time.**
- 4. In light of this revised Job Description, the parties have agreed that it was appropriate for any WROII who was designated as ODRC to receive an hourly premium in the amount of \$3.00 per hour for all hours worked while designated the ODRC. The premium shall be reflected in Appendix A of this Agreement.**
- 5. The parties also recognize that this is a change in duties and responsibilities from those previously discharged by Mr. Mader and Mr. Lohnes. The Town has therefore put in place transitional and ongoing assistance, as required, by Mr. Mader and Mr. Lohnes to assist in the discharge of these functions.**
- 6. The Town also undertakes to indemnify Mr. Mader and Mr. Lohnes from any and all liability arising from their discharge of the duties of the ODRC provided that the actions taken by Mr. Lohnes and Mr. Mader while acting as ODRC are within the course of their employment and they are not negligent in their performance of the duties of the ODRC.**
- 7. The terms of this Letter of Understanding shall apply to any employees who in the future are designated as the ODRC.**

This Letter of Understanding shall be reopened by the Parties by either providing notice in writing to the other.