

COLLECTIVE AGREEMENT

BETWEEN

**ARAMARK CANADA LTD. – Custodians
(ST. THOMAS UNIVERSITY, FREDERICTON, NB)**

hereinafter referred to as the “EMPLOYER”

AND



**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5083**

hereinafter referred to as the “UNION”

Effective Date: July 1, 2016 – June 30, 2021

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THIS AGREEMENT made and entered into this day of January, 2019.

BETWEEN: ARAMARK CANADA LTD. Custodians at St. Thomas University, Fredericton, N. B., hereinafter called "the Employer", Party of the First Part;

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5083, hereinafter called "the Union", Party of the Second Part.

PREAMBLE

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 negotiations in all matters pertaining to working conditions, employment, service, etc.;
- 3) to encourage efficiency in operations; and
- 4) to promote the morale, well-being, and security of all employees in the bargaining unit of the Union.

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 1 – MANAGEMENT RIGHTS

The Union acknowledges and agrees that the Employer shall continue to reserve all the rights, power, and authority to manage its operation and business and to direct the working forces except as otherwise abridged or surrendered by the expressed provisions of this Agreement. Without restricting the generality of the foregoing, the exercise of such rights by the Employer shall include:

- (a) To maintain order, discipline, and efficiency;
- (b) To hire, direct, discharge, classify, transfer, lay-off, recall, and suspend or otherwise discipline employees except to the extent that such rights are modified by this agreement.
- (c) Generally to manage the industrial enterprise in which the Employer is engaged, and to exercise all the rights of management except to the extent that such rights are modified by this agreement, to determine the services to

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be rendered, the kinds of machines to be used, the method of operating, and control of material or goods to be used;

- (d) Make and alter from time to time rules and regulations governing the conduct of employees during working hours provided that such rules and regulations are not inconsistent with the provisions of this agreement.

The Employer agrees that these functions will be exercised in a manner not inconsistent with the other provisions of this Agreement.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 5083 as the sole and exclusive collective bargaining agent for all employees of ARAMARK Canada Ltd., employed as custodians at St. Thomas University, save and except persons above the rank of Supervisors, and those excluded by the *Industrial Relations Act*.
- 2.02 No Other Agreements – No employees shall be required or permitted to make a written or verbal agreement with the Employer or his/her representatives which may conflict with the terms of this collective agreement.
- 2.03 Work of the Bargaining Unit – Employees outside the bargaining unit shall not perform bargaining unit work except for the purpose of instruction or emergencies.

ARTICLE 3 – NO DISCRIMINATION

- 3.01 There shall be no discrimination exercised or practiced by either party against the other for any reason whatsoever.

ARTICLE 4 – UNION MEMBERSHIP REQUIREMENT

- 4.01 All Employees in the Bargaining Unit to be Members – All employees of the Employer shall, as a condition of employment, remain members in good standing of the Union according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union.
- 4.02 The Employer will notify the Local Union Treasurer on a monthly basis of any newly hired employees.

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ARTICLE 5 – CHECK OFF OF UNION DUES

- 5.01 The Employer shall deduct, from every employee in the bargaining unit, any dues, initiation fees, or assessments levied by the Union.
- 5.02 The sums deducted pursuant to this article in any month shall be remitted to the secretary-treasurer of the Union not later than the fifteenth (15th) day of the month following. Deductions shall be made every payday. The Union will keep the Employer advised of the name and address of its secretary-treasurer.
- 5.03 The Union shall indemnify and keep the Employer harmless with regard to any monies deducted in accordance with this article.

ARTICLE 6 – EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

- 6.01 Potential Employees – The Employer agrees to acquaint new employees with the fact that an agreement is in effect. On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or Representative. The steward or representative will provide him/her with a copy of the collective agreement.
- 6.02 Orientation Opportunity – A representative of the Union shall be given an opportunity to engage each new employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union. If more than three (3) employees are hired, a union representative will be given thirty (30) minutes to meet with these employees.

ARTICLE 7 – CORRESPONDENCE

- 7.01 All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Manager and the Secretary of the Union.
- 7.02 A copy of any correspondence between the Employer or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement, shall be forwarded to the secretary of the Union.

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7.03 The Union secretary will notify the Employer of any changes to the Union executive.

ARTICLE 8 – REPRESENTATIVE OF CANADIAN UNION OF PUBLIC EMPLOYEES

8.01 The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees or any other advisers when dealing or negotiating with the Employer. With prior approval of the Employer, such representative shall have reasonable access to the work place to assist in the settlement of a grievance.

8.02 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 cooperation between the Union and the Employer.

8.03 Function of Committee – The Committee shall function in an advisory capacity only and shall not have the power to alter, amend, add to, or modify the terms of this agreement. The Committee may concern itself with the following general matters:

- 1) considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;
- 2) improving and extending services to the public;
- 3) promoting safety and sanitary practices;
- 4) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service); and
- 5) correcting conditions causing grievances and misunderstanding.

8.04 Meetings of Committee – The Committee shall meet at least once a quarter at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

8.05 Chairperson of the Meeting – An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in residing over meetings.

8.06 Minutes of Meeting – Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible

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after the close of the meeting. The Union, the CUPE representative and the Employer shall each receive two (2) signed copies of the minutes within seven (7) days following the meeting.

- 8.07 Jurisdiction of Committee – The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01 Settlement Through Discussion – In any event when an employee feels he/she has a complaint, he/she is required to discuss the complaint with a management representative in the presence of a Union Steward before proceeding to Article 10.05.
- 9.02 Names of Stewards –The Union shall notify the Employer in writing of the names of each Steward and the shifts he/she represents and the name of the Chief Steward, before the Employer shall be required to recognize him/her.
- 9.03 Permission to Leave Work – No Steward shall leave his/her work without obtaining the permission of his/her supervisor. Permission shall not be unreasonably withheld.
- 9.04 Definition of Grievance – A grievance will be defined as any difference, dispute or complaint arising from the interpretation, application or alleged violation of the collective agreement.
- 9.05 Settlement of Grievances through Discussion – The parties agree that when an employee has a complaint or grievance, he/she will be encouraged to discuss the matter with his/her immediate supervisor, accompanied by his/her steward or a member of the local executive, within seven (7) working days from the time the employee of the union should reasonably have known of the occurrence of the event upon which the grievance is based.

STEP ONE: Within five (5) working days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present his grievance with details of the complaint in writing to the Manager. If the employee received no reply or does not receive satisfactory settlement within five (5) working days from the date on which he presented his grievance to the person designated as the first level in the grievance procedure, the employee may proceed to Step Two.

STEP TWO: Within five (5) working days from the expiration of the five (5) working days period referred to in Step One, the employee may present his

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grievance in writing either by personal service or by mailing it by registered mail to the District Manager. Any settlement proposed by the Employer at the first level and any reply must accompany the grievance when it is presented at the second level to the person designated as the final level. The person designated as the final level shall reply to the grievance in writing to the employee within fifteen (15) working days from the date the grievance was presented at the second level. Should the employee not receive a reply or satisfactory settlement of his grievance at the final level, the employee may refer his grievance to arbitration as provided in Article 11 (Arbitration) hereof, within fifteen (15) working days of the date on which he should have received a reply from the person designated at the final level.

- 9.06 Policy Grievance – Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or the Company has a grievance, Step 1 of this article will be bypassed.
- 9.07 Grievance on Layoff and Recall – In the event an employee grieves that his/her layoff is in violation of Article 14 (Layoff and Recall), his/her grievance may be initiated at Step Two of the Grievance Procedure within five (5) days after the alleged grievance has arisen.
- 9.08 Replies in Writing – Replies to grievances stating reasons and details shall be in writing at all stages. A copy of the reply shall be given to the local union.
- 9.09 Technical Objections to Grievance – No grievance shall be defeated or denied by any formal or technical objection. An Arbitrator shall have the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he deems just and equitable.
- 9.10 By mutual agreement, the time limits set out in the above procedure for a grievance can be extended in writing.
- 9.11 For the purpose of the grievance procedure and arbitration process, Saturdays, Sundays, and holidays are excluded.

ARTICLE 10 – ARBITRATION

- 10.01 The provisions of the *New Brunswick Industrial Relations Act* governing the arbitration of grievances shall apply to grievances lodged under the terms of this agreement. No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

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- 10.02 By mutual agreement between the parties, a single arbitrator may be used instead of a Board.
- 10.03 No person shall be selected, as a nominee to a Board, who has participated in an attempt to negotiate or settle the grievance.
- 10.04 Neither the single arbitrator nor the Board of Arbitration shall have the power to alter any of the provisions of the agreement, or to substitute or add any provision, or to give any decision inconsistent with the terms and conditions of the agreement.
- 10.05 Each of the parties shall bear one-half (½) of the fees and expenses of the single arbitrator and, if a Board, the fees and expenses of its nominee in addition to one-half (½) of the fees and expenses of the Chairman.

ARTICLE 11 – DISCIPLINE, SUSPENSION, AND DISCHARGE

- 11.01 No employee, who has completed his probationary period, shall be disciplined except for just cause.
- 11.02 An employee will be provided with the opportunity to have a Union Steward present when warnings are issued. Where there are written warnings issued, it shall be given to an employee within five (5) working days of the date of issuance and will be a part of the employee's personnel file.
- 11.03 Where an employee will be suspended or discharged, the employee will be provided with the opportunity to have a Union Steward or local Union executive member present. The employee will be given written reasons for the suspension or discharge within seven (7) working days thereafter and a copy shall be forwarded to the local union.
- 11.04 Any grievance relating to a suspension or discharge shall be filed at Step Two of the grievance procedure.
- 11.05 The disciplinary record of an employee shall not be used against him/her and will be removed from the file after eighteen (18) months (3120 regular hours) worked have elapsed, provided that another warning or reprimand relating to the same or similar incident has not been given within that period.
- 11.06 The employee shall, when grieving a disciplinary action, state the clause or clauses of this agreement which he alleges have been contravened by the Employer.
- 11.07 An employee may review his record upon reasonable notice to the Employer of his desire to do so, and may have information from his personal file copied.

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ARTICLE 12 – SENIORITY

- 12.01 **Seniority Defined** – Seniority is defined as the length of employment in the bargaining unit since the most recent date of hire. Seniority shall operate on a bargaining-unit-wide basis.
- 12.02 **Seniority List** – The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- 12.03 **Probation for Newly Hired Employees** – An employee will be considered on probation and will not be subject to the seniority related provision of this Agreement, and not be placed on the seniority list until after the completion of sixty (60) days worked for full-time employees or four hundred and eighty (480) hours worked for part-time and casual employees. Should an employee be absent from work during the probationary period, the probationary period will be extended by the number of working days the employee was absent from work. Upon completion of the probationary period, seniority shall be from the most recent date of hire with the Employer.
- 12.04 **Loss of Seniority**
- An employee shall lose all seniority rights and be deemed to be terminated in the event he/she:
- a) Resigns or retires;
 - b) Is discharged and not reinstated through the grievance and arbitration procedure;
 - c) Is laid off for a period of more than twelve (12) months;
 - d) Fails to return to work within three (3) calendar days after being recalled from layoff by notice sent by registered mail, unless through sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled, shall be permitted to give their current Employer reasonable notice of termination to accept the recall.
 - e) Is off work due to illness or injury for twenty-four (24) months, unless extended by mutual consent of the parties.
 - f) Is absent from work for three (3) consecutive working days without notifying and providing justification satisfactory to the Employer
- 12.05 **Transfer and Seniority Outside Bargaining Unit** – No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving

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the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit within a period not to exceed sixty (60) days. Seniority, qualifications and ability to perform the work required shall be the governing factors in assigning temporary assignments within the bargaining unit. The union will be notified by the Employer of the start and anticipated end date of any temporary assignments.

ARTICLE 13 – JOB POSTINGS

- 13.01 **Job Postings** – When a vacancy occurs or a new position is created; the Employer shall within five (5) business days, post notices of the positions on all bulletin boards for a period of not less than seven (7) calendar days and bargaining unit employees may make written application for said vacancies during the posting period. Barring operational requirements the Employer will reassign the successful candidate within thirty (30) working days of the nomination. The Employer can post competitions both internally and externally however, no external applicants shall be considered until all internal applicants have been exhausted.
- 13.02 **Information on Internal Posting** – Such notice shall contain the following information: nature of position, qualifications, required knowledge and education or equivalent experience, skills, shift, hours of work, wage or salary rate or range and the work location. Such qualifications may not be established in an arbitrary or a discriminatory manner. All job postings shall state, “This position is open to male and female applicants”.
- 13.03 **Temporary Vacancies** – The provisions of Articles 13.01 and 13.02 shall apply to temporary vacancies of three months or more. Temporary vacancies of less than three months will be offered as per Article 12.05.
- 13.04 **Trial Period** – The successful applicant shall be notified within one (1) week following the end of the posting period. He/she shall be placed on a trial period for ten (10) 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, or has requested his/her former position as above, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority. The resultant vacancy created when the applicant proves unsatisfactory in the position during the trial period, shall not be reposted but shall be awarded to the next qualified candidate.

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ARTICLE 14 – LAYOFF AND RECALL

14.01 Role of Seniority

In the event a layoff is required, employees volunteering to be laid off shall be laid off first, followed by the employee(s) with the least seniority, in reverse order of seniority, providing the remaining employee(s) have the qualifications, skill(s) and ability to perform the available work. Where a layoff is necessitated as a result of the abolishment of a specific assignment, the incumbent of such assignment will be deemed to be surplus and may exercise his seniority to bump a less senior employee within his classification having the most number of hours of work. The less senior employee being so displaced may then bump a less senior employee within the classification.

14.02 Recall Procedure

Recall of employee(s) from layoff shall be in the inverse order of layoff, by classification, provided the employee(s) being recalled has the qualifications, skill(s), ability and is competent to do the work.

14.03 No New Employees – No new employees shall be hired until those laid off have been given an opportunity of recall.

14.04 Advance Notice of Layoff – The Employer shall endeavor to notify employees who are to be laid off at least five (5) working days prior to the effective date of layoff except in the case of emergencies. This notice would be observed along with the provisions of the Employee Standards Act of New Brunswick.

14.05 Layoffs and Recalls – An employee recalled to work during layoff shall be paid for a minimum of four (4) hours at straight time.

ARTICLE 15 – HOURS OF WORK

15.01 The normal hours of work for employees will be as follows:

- a) Full-time employees will normally work from thirty-seven and one half (37.5) hours up to forty (40) hours per week.
- b) Part-time employees will work on an as needed basis or be regularly scheduled up to thirty-seven and one half (37.5) hours per week.

15.02 Employees working up to five (5) hours per day shall be provided with one (1) fifteen (15) minute paid rest break. Employees working more than five (5) to six (6) hours per day shall be provided with one (1) fifteen (15) minute paid rest break, and one thirty (30) minute unpaid break. Employees working more than six (6) to eight (8) hours per day shall be provided with

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two (2) fifteen (15) minute paid rest breaks and one (1) thirty (30) minute unpaid rest period. Employees working ten (10) hours per day shall be provided with three (3) fifteen 15 minutes paid break, and one thirty (30) minute unpaid rest period.

15.03 An employee, who anticipates being delayed in reporting for work or who is unable to report to work due to illness or other justifiable reason, shall notify his/her supervisor as soon as possible. In any event, the employee shall notify the supervisor at least one (1) hour prior to the commencement of his/her morning shift, and at least two (2) hours prior to the commencement of his/her afternoon shift.

15.04 Call-In - If an employee is called into work from home, the shift shall not be less than four (4) hours.

ARTICLE 16 – OVERTIME

16.01 The overtime rates shall be one and one-half (1 ½) times the normal rate of pay, and shall be paid to any employee for all hours worked over forty-two (42) hours per week. For the purpose of this section, all hours paid for a statutory holiday and sick time will be considered as hours worked.

16.02 If extra work becomes available, it will be offered to the employees currently working, willing and have the skills and ability to perform the work required.

Where the Company advises that extra work will be available, the extra work will be offered based on seniority among the employees who are willing and have the skills and ability to perform the work required.

ARTICLE 17 - HOLIDAYS

17.01 The following public holidays in New Brunswick shall be designated holidays for employees:

1. New Year's Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. New Brunswick Day
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day

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- 11. Christmas Eve
- 12. Christmas Day
- 13. Boxing Day
- 14. New Year's Eve

*During the period of the University Christmas holiday closure, the employees will be provided with options to take the time off without pay or by using vacation time. However, the operational needs may require some employees to work during this period.

17.02 Eligibility

To be eligible for 17.01, an employee must:

- (1) Be employed by the employer for at least ninety (90) calendar days during the twelve (12) months before the public holiday;
- (2) Have worked his/her scheduled regular day of work before and after the holiday (that is not necessarily the day immediately before or after the holiday) unless there is a legitimate reason for not doing so

17.03 Pay for Regularly Scheduled Work on Holidays - An employee who qualifies and works a holiday as outlined in 17.01 will receive his regular day's pay plus one and one-half (1½) his/her regular wage for the hours worked for that day.

No scheduled Work on a Public Holiday - An employee who qualifies and does not work a holiday as outlined in 17.01 will be paid a regular day's pay for that day.

17.04 If any of the noted holidays in 17.01 falls on an employee's scheduled day off, the employee shall receive another working day off with pay in lieu of the holiday, or if employee agrees, a regular day's pay for that day.

ARTICLE 18 – VACATION

18.01 Employees covered in this agreement shall earn an annual vacation after completing one (1) year of service in accordance with the following years of service:

- (a) After one (1) year and less than five (5) years = 2 weeks;
- (b) More than five (5) years but less than ten (10) years = 3 weeks;
- (c) More than ten (10) years but less than fifteen (15) years = 4 weeks;
- (d) More than fifteen (15) years but less than thirty (30) years = 5 weeks;
and
- (e) More than thirty (30) years = 6 weeks.

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18.02 The vacation year means the period from the first day of July in one year to be the last day of June in the next year inclusive.

18.03 The vacation year begins July 1 and ends June 30 in the next year inclusive. Vacation entitlement will be based on continuous service as outlined in Article 18.01. Vacation will be taken after it is earned.

Employees are to provide written requests for vacation to the Supervisor at least two (2) weeks prior to the requested vacation start date. The Company will endeavour to accommodate employees' vacation requests; however, the approval of vacation time is subject to operational requirements.

Vacation Pay for all employees covered by this Agreement shall be paid once per year prior to or on the second pay period in the month of July for all vacation pay earned prior to July 1st of the payment year. Employees can request an alternate date to receive vacation pay, only when vacation time is a minimum of five (5) consecutive days at any one time.

ARTICLE 19 – EMPLOYEE BENEFITS

19.01 **Group Insurance & Medical** – The Employer will provide a Group Insurance Plan, the major features of which are outlined as follows:

- (a) \$25,000 Life Insurance
- (b) \$25,000 AD & D
- (c) Major Medical
 - (i) \$10 deductible single coverage per year
 - (ii) \$20 deductible family coverage per year
 - (iii) 100% co-insurance, cost shared 50/50

Includes Hearing Aids – five hundred dollars (\$500) once every five (5) years.

Vision Care - \$200.00 per person per 36 months.

Lifetime Medical Maximum - \$2,000,000 per person for Hospital and Major Medical expenses incurred outside of Canada.

Dental Plan

- d) Reimbursement level of 80% of eligible expenses.
 - (i) Annual Maximum of \$1,500 per person per calendar year.
 - (ii) Cost Share of 50% employer paid and 50% employee paid.

Relief shifts, or temporary assignments are not calculated for the purposes of determining eligibility and as a result will not be entitled to Group Insurance Benefits.

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It is understood and agreed that all Group Insurance Benefits shall be in accordance with and subject to the terms and conditions of the Group Policy issued to the Employer by the Group Insurance Carrier and which is now in existence.

Compulsory plan: eligible after there (3) months of continuous service.
Premiums 50% - 50% cost shared between Employer and employee.

Applies to full-time employees and part-time employees regularly scheduled to work in excess of twenty (20) hours/week.

19.02 Effective January 1, 2017 for the qualifying employees that have had twelve (12) months of service as of January 1st, the Employer will provide a total of six (6) sick days per year, from January 1st to December 31st. Sick days shall accumulate to a maximum of 25 days. Any sick leave requests exceeding two (2) days absence will require supporting medical documentation to be submitted and reviewed by the manager if requested.

19.03 Investigation of Sick Leave – The Employer reserves the right to investigate any reported illness of an employee. If, after investigation, the Employer feels that there may be abuse of sick leave, the Employer reserves the right to request the employee to submit proof of illness from a medical practitioner. The Company reserves the right to request proof of illness, if required, during the illness.

19.04 The Employer and the Union agree to adhere to the provisions of the provincial Workers' Compensation Act and related provincial regulations as amended from time to time in New Brunswick.

While on Worker's Compensation, the employee shall continue to accumulate seniority and shall be entitled to the Health & Welfare Benefits currently active at the time of leave at normal cost share per employee and employer.

ARTICLE 20 – LEAVE OF ABSENCE

20.01 Negotiation Pay – The Employer agrees to maintain the normal day's wages for three (3) employees on the Union's Bargaining Committee for all normally scheduled days work lost due to negotiations with the Employer. The Union shall reimburse the Employer upon receipt of invoice.

20.02 Union Business - Leave of absence for the purpose of Union Business without pay shall not unreasonably be denied upon request to the Employer by employees elected or appointed to represent the Union at Union functions. Not more than two (2) employees shall be entitled to such leave

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of absence. The Employer shall maintain payment of normal wages during a leave of absence for union business. The Union shall reimburse the Employer upon receipt of invoice.

20.03 Bereavement Leave - In the event of the death in an employee's immediate family, the employee may be granted up to three (3) days off, without loss of pay, for the purpose of arranging and/or attending the funeral or service arrangements. These three (3) days are normally consecutive days off. Immediate family is defined as, and limited to, parents (including in-laws), spouse, children (including those whom the employee is the legal guardian), brothers and sisters (including in-laws).

The employee may request to reserve one (1) day to cover the day of the funeral or service arrangements at a later date due to extenuating individual circumstances. Requests shall not be unreasonably denied. All requests shall include the date.

In the event of the death of a grandparent or grandchild, the employee may be granted up to one (1) day off, without loss of pay, for the purpose of attending the funeral.

Additional compensable days required on a case by case basis can be taken from an employee's available sick days earning and approved by management.

20.04 Court Leave - Court leave shall be granted in accordance with the *Employment Standards Act* of New Brunswick as amended from time to time.

20.05 Maternity and Childcare Leaves -Pregnancy and Childcare leaves shall be granted in accordance with the *Employment Standards Act* of New Brunswick as amended from time to time.

20.06 General Leave – The Employer may grant leave of absence without pay and without loss of benefits to any employee who has completed two (2) years continuous service, for legitimate personal reasons, for a period of up to a maximum of one (1) month provided that employees requesting such leave can be spared from their normal duties without hardship or disruption to the Employer's operation. Requests for such leaves of absence or such a leave of absence must be made in writing to the Manager at least two (2) weeks prior to the desired date of commencement of such leave and must indicate duration requested and the reason for requesting of leave. Consent for a personal leave is at the Employer's discretion but will not be unreasonably withheld.

20.07 Family Responsibility and Compassionate Care Leave -Family Responsibility and Compassionate Care Leaves shall be granted in

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accordance with the *Employment Standards Act* of New Brunswick as amended from time to time.

ARTICLE 21 – JOB CLASSIFICATIONS

21.01 Job Description – The Employer agrees to prepare job descriptions for all positions to be included in the bargaining unit within thirty (30) days of the signing of this agreement.

ARTICLE 22 – HEALTH AND SAFETY

22.01 The Employer and the Union agree to adhere to the provisions of the provincial *Occupational Health and Safety Act* and related provincial regulations as amended from time to time in New Brunswick.

ARTICLE 23 – CLOTHING ALLOWANCE

23.01 Uniforms, when required by the employee, shall be supplied by the Employer. The Employer will provide clothing outlined in one of the following two options:

1. Three (3) shirts (short or long sleeve) and one (1) sweater
2. Four (4) shirts (short or long sleeve).

The Employer will provide up to \$65.00 toward the purchase of Company approved footwear from the designated supplier for regular full-time and regular part-time employees. The employee unable to wear shoes available through the supplier due to orthotic requirements will be eligible for the reimbursement of eighty-five (\$85.00) dollars.

The parties agree that the footwear will be worn on location or for Company functions. In the event that an employee is terminated within twelve (12) months of the receipt of the footwear, the Employer may recover on a prorated basis the residual value of the cost of the footwear.

Replacements will be provided at the sole discretion of the Employer or at intervals determined by the Employer.

ARTICLE 24 – WAGES

24.01 Pay Days – The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement. Employees shall be provided with an itemized statement of his/her wages, overtime, and other

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supplementary pay and deductions.

In the event there is an error in an employee's pay cheque, the Employer will endeavour to correct the error as soon as possible but no later than by the following payroll, provided the Employer receives sufficient notice of the error. Should there not be sufficient notice to correct the error on the next payroll, the correction shall take effect the pay period thereafter.

In the event of a payroll error resulting in overpayment, the Employer will recover the entire overpayment from the employee through lump sum payment or various payroll deductions as per the arrangement as concluded between the employee and the Employer.

24.02 Equal Pay for Equal Work – Employees shall receive equal pay for equal work, regardless of sex.

24.03 Rate of Pay on Promotion or Reclassification – An employee promoted or reclassified to a higher paying position carrying a higher rate of pay shall receive the rate of pay and benefits for that position.

24.04 Pay on Temporary Transfer, Higher Rated Job – When an employee temporarily relieves or performs the principal duties of a higher paying position for more than two (2) hours at a flat rate of pay, he/she shall receive the rate of pay for the hours performed in the higher paying position.

24.05 Pay on Transfer, Lower Rated Job – When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.

ARTICLE 25 – NO STRIKES OR LOCKOUTS

The parties agree that there shall be no strikes or lockouts during the term of this agreement in accordance with the *New Brunswick Industrial Relations Act*.

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ARTICLE 26 – DURATION AND TERMINATION

26.01 This agreement shall be binding and remain in effect from July 1, 2016 to June 30, 2021. It shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration of this agreement or any renewal thereof.


26.02 Where a notice requesting negotiation of a new agreement has been given, this agreement shall remain in full force and effect until such time as agreement has been reached in respect of a renewal, amendment or substitution thereof, or until such time as a deadlock is declared under the *Industrial Relations Act*.

IN WITNESS WHEREOF the parties have signed this 29 day of March, 2019.

FOR THE COMPANY

FOR THE UNION

DocuSigned by:
 Brian Stemming
 E53C9050912
 Martin Campeau
 582185974394129
 Eto Joffe
 E5FB0AEBEE3437
 DocuSigned by:
 Lydia Letterio
 E91C5547486240B


 March 29 2019
 Karen Dion
 Adrian Brewer

01/14/2019

SCHEDULE "A" – WAGES

Wages:

	2015	01-Jul-16	01-Jul-17	01-Jul-18	01-Jul-19	01-Jul-20
Light Duty	\$10.82	\$11.14	\$11.42	\$11.71	\$12.00	\$12.27
Light Duty Probation	\$10.32	\$10.64	\$10.92	\$11.21	\$11.50	\$11.77
Heavy Duty	\$11.07	\$11.40	\$11.69	\$11.98	\$12.28	\$12.56
Heavy Duty Probation	\$10.57	\$10.90	\$11.19	\$11.48	\$11.78	\$12.06
Supervisor	\$13.45	\$13.85	\$14.20	\$14.55	\$14.92	\$15.25
Supervisor Probation	\$12.95	\$13.35	\$13.70	\$14.05	\$14.42	\$14.75
Increase		3.00%	2.50%	2.50%	2.50%	2.25%

*Employees currently recognized above the wage scale (identified below) will be red-circled. These employees will receive a one-time payment on June 30th of each completed year of service consistent with the agreed to increases but will not be entitled to increases to their wage rates. The one-time payment will consist of the applicable annual increase agreed to, multiplied by the number of hours worked from July 1 to June 30 of each calendar year. The wage freeze will apply until such time that the agreed to wage scale matches or exceeds their current rate of pay, whereby an adjustment will be made to ensure they receive the appropriate compensation associated with their classification. When the wages are adjusted to match the wage scale agreed to, the employee will no longer be entitled to the one-time payment on June 30th of each year.

Brent Duncan \$14.99/hour
David Clark \$14.50/hour
Vernon Ladds \$14.43/hour