

**COLLECTIVE AGREEMENT**

**Between**

**VILLAGE OF CHIPMAN**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL NO. 4447**

**VILLAGE OF CHIPMAN EMPLOYEES**

**Effective January 1, 2022 - December 31, 2025**

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THIS AGREEMENT MADE THIS 14<sup>th</sup> DAY OF December 2021.

BETWEEN The Village of Chipman, hereinafter called the Employer;

AND The Canadian Union of Public Employees Local No. 4447 chartered by the Canadian Union of Public Employees, hereinafter called the Union.

### **PREAMBLE**

Whereas it is the desire of both parties of this Agreement to maintain harmonious relations and settled conditions of employment between Employer and Union, to promote co-operation and understanding between the Employer and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scales of wages, to encourage efficiency in operation, and to promote the morale, well-being and security of all the employees in the bargaining unit of the Union, now, therefore, enter into this Agreement witnesseth that the parties each with the other agree as follows:

### **ARTICLE 1 – DEFINITION**

- 1.01 Regular Employee – is a person employed by the Employer who has completed his/her probationary period and is employed on a year-round basis.
- 1.02 Seasonal Employee – is a person employed by the Employer who has completed his/her probationary period and is employed for less than a full year in a temporary or seasonal capacity.
- 1.03 Probationary Period – is that period of employment of six (6) months from the date of hire. During this period an employee shall be covered by the collective agreement except Article 7 – Grievance & Arbitration Procedure in the case of termination during his/her probationary period.

### **ARTICLE 2 – RECOGNITION AND APPLICATION**

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 4447 as the sole and exclusive bargaining agent for all employees of its Village of Chipman whose classifications are set in Schedule “A” of this Agreement as covered by Certification Order IR-053-01 dated 2001 July 4<sup>th</sup>. This Agreement applies to all employees for whom Local 4447 is the bargaining agent.
- 2.02 No other agreements – No employees shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.
- 2.03 Application of Agreement – This Agreement applies to and is binding on the Union, the employees, the Employer and its representatives.

2.04 New Classification - If a new classification comes within the scope of the bargaining unit, wage rates shall be negotiated between the parties hereto, but all other conditions and terms of this Agreement shall apply. Should negotiations fail to achieve agreement; the Parties hereby agree to submit wage rates only to binding arbitration.

2.05 Work of the Bargaining Unit

Employees who are excluded from the bargaining unit, shall not do work of the bargaining unit except for purposes of training and emergencies. Such work will not be done in such a way that it would reduce the normal scheduled hours of work of the members of the bargaining unit or while employees are available and willing and able to do such work.

**ARTICLE 3 – NO DISCRIMINATION**

3.01 The parties agree that there shall be no discrimination exercised or practiced against either party by the other or against any employee in this bargaining unit.

**ARTICLE 4 – MANAGEMENT RIGHTS**

4.01 The Employer retains all rights, save and except those specifically limited by the terms of this Agreement.

The Employer shall exercise its rights consistent with the terms of this Agreement. The question of whether one of these rights is limited by this Agreement shall be decided through its grievance / arbitration process.

**ARTICLE 5 – MUTUAL INTEREST MEETINGS**

5.01 It is agreed that Mutual Interest Meetings be held between the Employer and the Union concerning matters of mutual concern of the following nature:

- a) Questions that may arise in the application of the collective agreement, policy procedures, methods, directives, past practices, etc;
- b) Constructive commentary and criticisms on all activities;
- c) Promoting co-operation and operation efficiency in effective economic measures;
- d) Improving service to the public;
- e) Promoting safe and sanitary practices and the strict observance of safety procedures;
- f) Promoting education and training;

- g) Promoting positive and constructive dialogue between the parties in order to promote productivity, effectiveness and efficiency;
  - h) Generally promoting good relations in the workplace and elsewhere.
- 5.02 Employees attending such meetings for purposes as stated in Article 5.01 shall not suffer any loss of wages or benefits, if such meetings are held during the employees' hours of work.

## **ARTICLE 6 – UNION SECURITY**

- 6.01 All employees covered by this Agreement shall upon completion of their probationary period, become and remain members of the Union as a condition of employment.
- 6.02 Check-off of Union Dues – The Employer shall deduct union dues from all employees covered by this Agreement. The monies so deducted from the wages of the employees shall be forwarded to the individual designated by the Union. The Union shall advise the Employer of the amount of dues to be deducted and how often it will be deducted, and further information it requires prior to dues being deducted by the Employer.
- 6.03 The Employer shall indicate, on each employee's T-4 slip, the amount of dues deducted from each employee's wages during the previous year.
- 6.04 Representative of Canadian Union of Public Employees – The Union shall have the right at anytime to have assistance of a representative when dealing or negotiating with the Employer.

## **ARTICLE 7 – GRIEVANCE & ARBITRATION PROCEDURE**

- 7.01 Where an employee feels himself to be aggrieved by the interpretation or application in respect of him of the provisions of this Agreement by the Employer and where the employee has the written consent of the Union respecting any grievance relating to the interpretation or application of this Agreement, the following procedure shall apply:

### Step One

Within seven (7) calendar days after the alleged grievance has arisen the employee may present his grievance in writing to the Village Clerk. If the employee does not receive a reply or satisfactory settlement within seven (7) calendar days from the date on which he presented his grievance at this level, he/she may proceed to Step Two.

### Step Two

Within seven (7) calendar days from the expiration date referred to in Step One, the employee, with the consent of the Union, may have his/her grievance forwarded to Village Council. If the employee does not receive a reply or satisfactory settlement within fifteen (15) calendar days from the date on which he/she presented his/her grievance at this level, he/she may proceed to Step Three.

Step Three

Within fifteen (15) calendar days from the expiration date referred to in Step Two, the employee, with the consent of the Union, may have his/her grievance forwarded to arbitration.

- 7.02 The procedure to be followed in establishing the board of arbitration shall be that set forth in Section 55 of the *Industrial Relations Act*.
- 7.03 Each party shall be responsible for the fees and expenses of their respective nominees to the arbitration board and shall share equally in the fees and expenses of the chairperson.
- 7.04 Nothing in this Agreement shall prevent the reference of a grievance to a single arbitrator agreed upon by the parties.
- 7.05 Where a single arbitrator is agreed upon by the parties, his fees and expenses shall be shared equally by the parties.
- 7.06 The Employer or the Union shall have the right to file a general policy grievance, which shall be filed with the Union or Council. The party filing the grievance shall state the act or omission complained of, and indicates why the act or omission is viewed as being improper and state the redress or remedy requested.
- 7.07 No grievance shall be defeated by any formal or technical objection and an arbitrator or arbitration board shall have the power to allow all necessary amendments to the grievance and 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 according to equitable principles and the justice of the case. An arbitrator or board of arbitration shall have the power to alter or amend any penalty.

**ARTICLE 8 – DISCIPLINARY ACTION**

- 8.01 Disciplinary action shall include:
  - a) written reprimand or warning
  - b) demotion or suspension with or without pay
  - c) discharge or dismissal
- 8.02 No employee shall be disciplined except for just cause.
- 8.03 Where an employee is disciplined, the Employer shall, within five (5) working days of the disciplinary action, notify the employee in writing, by registered mail or personal service, stating the reasons for the disciplinary action and shall forward copy of the letter containing the reasons for such disciplinary action to the Union.
- 8.04 A suspension without pay shall be for a specified period, with a maximum period of suspension without pay being ten (10) working days.
- 8.05 The record of an employee shall not be used against him/her at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or adverse reports and shall be removed after the twelve (12) months duration on file if

there has not been any other disciplinary measures against that employee during this twelve (12) month period. An employee may review his file upon reasonable notice to his Employer of his desire to do so, and may have information from his file copied at no cost to him/her.

- 8.06 Unjust Suspension or Discharge – Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of this Article, that employee shall be immediately reinstated in his former position, without loss of seniority or any other benefit, which would have accrued to him if he had not been suspended or discharged. One of the benefits, which he shall not lose, is pay for the period of suspension or discharge, which shall be paid to him at the end of the next complete pay period following his reinstatement.
- 8.07 Where the Employer or an Employer representative intends to meet with an employee for the purpose of discussing impending disciplinary action, the employee shall be advised in advance of such meeting in order that he/she may have the opportunity to invite a Union representative who shall have the right to attend such meeting.

#### **ARTICLE 9 - STRIKES AND LOCKOUTS**

- 9.01 The Union and the Employer agree that no lockout, strike, work stoppages or slowdowns will occur during the term of this Agreement for any reason whatsoever.

#### **ARTICLE 10 – HOURS OF WORK**

- 10.01 a) The regular work week for Water and Street Maintenance employees shall be five (5) regular work days, Monday to Friday inclusive. A workday shall consist of eight (8) hours work a day to be performed between 8 a.m. and 5 p.m. Employees will be allowed a minimum of one-half hour lunch period each day from 12 noon to 12:30 p.m. Where an employee is assigned a half-hour lunch period the workday will end at 4:30 p.m.
- b) The hours of work for employees employed for the winter operations at the arena shall be forty (40) hours per week. Schedule to be mutually agreed upon between the Union and the Employer.
- c) Employees are entitled to two (2) twenty-minute breaks each day, one in each half of their regular daily work period.

#### **ARTICLE 11 – OVERTIME**

- 11.01 a) All hours worked in excess of the regular hours as stated in Article 10 shall be considered overtime and shall be paid at one and one-half (1½) times the employee's regular rate.
- b) Overtime shall be compensated by payment of one and one half (1½) times the employee's rate of pay or one and one half (1½) times off at the option of the employee. Time off shall be taken at a time mutually agreeable by the parties

otherwise the employee shall be paid for the overtime worked at the applicable rate.

- c) All employees required to work on any holiday as defined in Article 12 of this Agreement will be compensated for all time worked at one and one half (1½) times the regular rate in addition to the regular day's pay allowed for the holiday.
- d) The current practice of allocating overtime will continue as per the established past practice regarding allocating overtime and will be in effect for the duration of this Collective Agreement.
- e) All employees shall report for work when contacted for overtime, unless unable to do so.
- f) When an employee covered by this Agreement is called in to work outside his/her regular hours of work and reports for work, he/she shall be paid a minimum of three (3) hours at his/her overtime rate of pay or four and one half (4½) hours time off at the employee's option. Call-outs do not apply to hours worked prior to or immediately after the regularly scheduled shift or to regularly scheduled weekend work.
- g) Any employee required to work on Christmas Day, Boxing Day and New Year's Day shall be paid for the time so worked at double the applicable rate in addition to that day's pay. It is understood that this provision (g) does not apply to the regularly scheduled Sewer and Water inspections.
- h) Overtime must be authorized in advance by Employer.

11.02 Accumulated overtime may be banked or paid out at the option of the employee, such accumulated overtime shall be used by the end of each fiscal year or the balance will be paid out at that time. Accumulated time shall be taken at a mutually agreeable time between the Employer and employee. Such compensating time off shall not exceed, in one calendar year, sixty (60) hours of overtime. This provision applies to unionized employees only. The maximum accrued time that shall be taken at any one time shall be five (5) days.

## **ARTICLE 12 – LEGAL HOLIDAYS**

12.01 All employees covered by this Agreement shall be granted the following holidays with pay:

New Year's Day	Family Day
Easter Monday	Good Friday
Victoria Day	New Brunswick Day
Canada Day	Labour Day
<b>Truth and Reconciliation Day</b>	Thanksgiving Day
Remembrance Day	Christmas Day
	Boxing Day



and all other days approved as public holidays by proclamation of the Governor General of Canada, the Lieutenant Governor of the Province of New Brunswick or the Mayor of Chipman.

12.02 Should any of these holidays fall on an employee's rest day, the following working day shall be considered the holiday.

### **ARTICLE 13 – VACATIONS**

13.01 Length of Vacation - Employees shall receive an annual vacation with pay as follows:

Less than 1 year of service	-	one (1) day per month of service to a maximum of ten (10) days
More than 1 year and less than 3 years	-	2 weeks
More than 3 years and less than 8 years	-	3 weeks
More than 8 years and less than 16 years	-	4 weeks
More than 16 years <b>and less than 25 years</b>	-	5 weeks
<b>More than 25 years</b>	-	<b>6 weeks</b>

One week's vacation shall be understood to be five (5) working days.

13.02 Employees shall take their vacation within one calendar year, January 1 - December 31. No vacation shall be carried over from one year to the next, except by mutual agreement of the parties. An employee must make application in writing through the Village Clerk to request a carry over of vacation days from one year to the next.

13.03 It is mutually agreed that vacations will not be taken the week before, the week of, the week after the Summer Festival.

13.04 Vacation Schedules – Tentative vacation schedules shall be posted by April 1 of each year and shall only be changed by Mutual Agreement between the employee and employer.

### **ARTICLE 14 – LEAVE OF ABSENCE**

14.01 Union Conventions - Leave of absence without pay and without loss of seniority shall be granted upon request to employees selected or appointed to represent the Union at conventions however the number of days shall not exceed five (5) working days per year.

14.02 Negotiation Leave – The Employer agrees to grant leave with pay to a maximum of twenty-four (24) hours per renewal of the collective agreement to a maximum of two (2) members of the Union bargaining team for the purpose of negotiating with the Employer should such negotiations take place during working hours.

14.03 Emergency Leave – The Employer may grant leave without pay for members to attend to unexpected emergencies that may take place affecting the employee or his/her family members.

14.04 Court Leave – By reason of being subpoenaed to attend Court or Coroner’s Inquest relating to Employer matters, or to appear as a witness in cases in which the Employer is involved, an employee shall be granted leave with pay for the purpose of attending.

14.05 Bereavement Leave

- a) An employee shall be granted bereavement leave in the event of the death of the employee’s mother, father, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents, grandchild, step-parents, step-child, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and person acting in loco parentis without loss of pay for five (5) consecutive calendar days terminating no later than two (2) calendar days after the funeral.

One (1) extra day will be granted without loss of pay to attend the burial if such occurs on a working day and outside of the five (5) consecutive calendar days above.

For clarification purposes of this Article, a spouse shall mean a husband or a wife. It shall also mean an individual who has been residing with the employee for a period of not less than one year and has been publicly represented as the employee’s partner.

- b) An employee shall be granted bereavement leave in the event of the death of the employee’s niece, nephew, aunt, uncle, spouse’s grandparents, or other relatives living in the household without loss of pay, for a maximum three (3) days, one of which must be the date of the funeral.

14.06 Pallbearer – One (1) day’s leave at his regular rate of pay shall be granted to an employee to attend a funeral as pallbearer and reasonable travelling time.

14.07 Maternity Leave and Child Care Leave - Maternity leave and Child Care Leave shall be granted to employees as per the requirements stipulated in the *Employment Insurance Act* and the *Employment Standards Act* of the Province of New Brunswick.

14.08 Personal Leave - The Employer agrees to provide all employees **four (4) days** leave with pay per year in order to allow employees time off to attend to personal matters.

14.09 Domestic Violence (NEW)

- a) The Employer recognizes that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- b) Workers experiencing domestic violence will be able to access five (5) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave

entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval. A medical report or a confirmation report from police will be requested to verify domestic abuse has occurred, this report will be submitted to the General Manager. Once an employee has been granted five (5) days of leave under this article, any future requests will be at the discretion of the Employer.

- c) Confidentiality – all personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

### **ARTICLE 15 – WORKERS' COMPENSATION**

- 15.01 An employee receiving Workers' Compensation payments, in respect of an injury or occupational illness received in the employment of the Employer, will have his/her benefit plans (including Superannuation) maintained in effect until such time as WorkSafe determine that the employee is permanently disabled from his/her occupation.
- 15.02 The Employer will advance to the employee, subject to agreement by the employee to fully reimburse the Employer, an amount equal to the WorkSafe award that the employee would be entitled to if the claim is accepted, and further subject to Revenue Canada WorkSafe award rules. The Employer will not advance payments after WorkSafe places the employee on long-term disability benefits. If the claim is not accepted by WorkSafe at first instance, the advance will not be adjusted or recovered until any appeals are concluded.
- 15.03 The absence of an employee who is receiving compensation benefits under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits or vacation credits.
- 15.04 The Employer agrees to pay the employee his/her regular wages for the balance of the day of the accident and to pay "WC leave" for up to an additional twenty-four (24) hours immediately following the day of the accident, for scheduled time lost due to the injury. Should the employee be off work beyond this time, the next twenty-four (24) hours of absence from work will be without pay, after which the employee will be eligible for WC loss of earnings benefits. Should the accident not be accepted as compensable by WorkSafe then any time taken as "WC leave" will be charged against the employee's sick leave.

### **ARTICLE 16 – CLOTHING ISSUE**

- 16.01 The Employer agrees to pay each regular full time or seasonal employee an amount of **three hundred and fifty (\$350.00) dollars** payable by cheque each April 1<sup>st</sup> for the purpose of purchasing safety footwear **and/or clothing**. Employees shall wear safety footwear to perform their duties.
- 16.02 The Employer agrees to continue the current practice of providing clothing and safety equipment to the employees of the Village of Chipman.

- 16.03 Employees assigned to work in the arena shall be provided a winter style jacket. Such jacket shall bear the Village's logo and any necessary tailoring cost shall be borne by the Employer every two (2) fiscal years. Choices will be made available by Employer.
- 16.04 The current policy regarding work clothing shall continue in force for the life of this Collective Agreement.

#### **ARTICLE 17 – MEDICAL AND DENTAL PLANS**

- 17.01 The Employer shall retain the present Health Plan in effect or its equivalent for the employees with the Employer contributing fifty percent (50%) of the premium.
- 17.02 The Employer shall provide a Dental Plan in effect or its equivalent for the employees with the Employer contributing fifty percent (50%) of the premium.
- 17.03 The Employer shall retain the present Life Insurance Plan in effect or its equivalent for the employees with the Employer contributing fifty percent (50%) of the premium.
- 17.04 The Employer agrees to work with the Union in exploring the possibility of a Long Term Disability Plan. Should an acceptable plan be available to the employees, the Employer agrees to make the appropriate deductions and forward such monies to the insurance company.

The employees agree to pay one hundred percent (100%) of the premium.

#### **ARTICLE 18 – PENSION PLAN**

- 18.01 The employee's pension plan shall be as per the New Brunswick Municipal Employees Pension Plan currently in existence.

#### **ARTICLE 19 – WAGES AND CLASSIFICATION**

- 19.01 Wages and classifications for employees shall be as set out in Schedule "A".
- 19.02 The present payday in effect on the signing date of this Agreement shall remain in effect for the life of this Agreement.
- 19.03 The only items in this Collective Agreement subject to retroactive adjustment are the wage rates which shall be paid for all regular hours worked and at the adjusted overtime rate for all overtime hours worked.
- 19.04 After completion of five (5) years service an employee retiring due to disability, death or age, or is permanently laid off, shall be paid by the Employer a Service Allowance equal to five (5) days' pay for each full year of service but not exceeding one hundred and thirty (130) days' pay at the employee's regular rate of pay. Payment due to death shall be made to the employee's estate.

## **ARTICLE 20 – VACANCIES AND POSTINGS**

20.01 All appointments for vacancies covered by this Agreement, and/or newly-created positions in Departments covered by this Agreement, shall be made by the Employer subject to the following procedure:

- a) The Employer shall bulletin within the Union all vacancies or new positions in all departments covered by this Agreement, for at least ten (10) working days before being filled until the expiration of this Collective Agreement. The Employer also agrees to fill such vacancies or new positions within a period of 90 days from the date the vacancy occurs or the date the new position is created. Copies of all such bulletins shall be forwarded to the Secretary of the Union.
- b) In filling vacancies or new positions created, consideration must be given to employees within the bargaining unit, taking into consideration qualifications, ability and seniority. Qualifications and ability being equal, seniority shall govern.
- c) The successful employee shall be placed in the vacancy or new position on a trial period of three (3) months. Should the employee successfully complete the trial period the appointment shall become permanent. Should the employee prove unsatisfactory in the position during the trial period or if the employee requests in writing, he/she shall revert to his/her former position without loss of seniority or wages.
- d) No employee shall be required as a condition of employment to accept a promotion or a new position.

## **ARTICLE 21 – TEMPORARY TRANSFERS**

- 21.01 a) Pay During Temporary Transfers – Employees temporarily assigned to positions of a higher classification for a period exceeding five (5) consecutive working days in a higher wage rate position shall be paid at the rate retroactive to the first day worked.
- b) An employee required to fill temporary positions for which a lower rate than that paid for such employees has been established shall not suffer any reduction in pay by reason thereof.

## **ARTICLE 22 - SAFETY**

22.01 Co-operation on Safety - All employees shall co-operate with the Employer in the prevention of accidents. The Employer will endeavor to maintain its equipment according to the Federal and Provincial Safety Regulations and to make reasonable regulations for the safety and health of its employees during the hours of employment. Employees shall not be required to work but will receive their full pay when the temperature outside is over thirty degrees Celsius (30°) or minus thirty degrees Celsius (-30°). The employees shall be assigned other duties.

22.02 The Employer agrees to pay for medical drugs not covered by the medical plan in Article 17.01 which are required to guard against diseases and germs employees may come in contact with while performing their regular work for the Employer.

### **ARTICLE 23 – SENIORITY**

23.01 "Seniority" for the purpose of this Agreement is defined as the total number of years of service from the effective date of hire for regular employees and the total pro-rated number of years of service from the effective date of hire for seasonal employees. Seniority will include probationary period.

23.02 Loss of Seniority - An employee shall not lose his seniority rights if he is absent from work because of illness, accident or leave of absence approved by the Employer. An employee shall only lose his seniority in the event:

- (1) He is discharged for just cause and is not reinstated.
- (2) He resigns or retires.
- (3) He is absent from work in excess of three (3) working days without notifying the Employer, unless such notice was not reasonably possible.
- (4) He has been laid-off and has not been recalled to work within one year (1) of the date of layoff.

23.03 A seniority list shall be provided to all employees in January of each year. The list shall indicate the date of hire, yearly vacation entitlement and amount of sick leave.

### **ARTICLE 24 – LAYOFF AND RECALL**

24.01 When number of employees covered by this Agreement is reduced, employees will be laid off in accordance with their seniority with the Village with the least senior employees being laid off first.

24.02 A laid-off employee shall be recalled to service in order of his seniority.

24.03 Employment Security – In order to guarantee the current members of the Bargaining Unit employment security, the Employer agrees that no work or service currently performed by these members will be subcontracted, transferred or yielded in whole or in part to any industry, person, enterprise or employees not included within the Bargaining Unit if such results in the loss of or reduction of his/her regular hours of work, or loss or reduction of his/her seasonal term of employment.

24.04 Employees who are to be laid off shall be notified in writing at least ten (10) working days in advance of his layoff date. If such employee is not provided with his ten (10) working day notice he shall be paid for that period of time or portion thereof.

## ARTICLE 25 – SICK LEAVE

- 25.01 Employees will receive one and one quarter (1¼) days sick leave per month which shall be cumulative from year to year to a maximum of one hundred and nineteen (119) days. Employees after eight (8) years of service shall receive one and one-half (1½) days sick leave per month which shall be cumulative from year to year to a maximum of one hundred and nineteen (119) days.
- 25.02 On July 1, 2002, all full time employees shall be credited with ten (10) days of sick leave credits. Seasonal employees shall be credited with five (5) days of sick leave credits.
- 25.03 All employees shall have one quarter (¼) of a day per month of their accumulated sick leave placed in a sick leave bank.
- 25.04 The sick leave bank shall be allowed to accumulate up to two hundred and ten (210) days.
- 25.05 Applications for an allotment from the sick leave bank may be made by an employee who has suffered a major illness or who has suffered an injury which is not compensatory under the *Workers' Compensation Act*, such allotments shall be granted upon production of appropriate medical certificates.
- 25.06 No allotment from the sick leave bank shall be given until the employee concerned has exhausted his entire sick leave credits.
- 25.07 In January of each calendar year, the Employer shall provide each employee with his sick leave credits and the amount within the sick leave bank.
- 25.08 When an employee terminates his employment, his accumulated sick leave credits shall be transferred to the sick leave bank.

## ARTICLE 26 – TERM OF AGREEMENT

- 26.01 This Agreement shall be binding on both parties and remain in effect from **January 1<sup>st</sup>, 2022 until December 31<sup>st</sup>, 2025** provided however that where notice to bargain has been given by either party in accordance with Section 33 of the *Industrial Relations Act* with a view to the renewal or revision of this Agreement or the making of a new agreement, this Agreement shall continue in full force and effect until
- (a) a renewal or revision of this Agreement or a new agreement is signed, or
  - (b) a lawful strike or lockout occurs in accordance with the provisions of the *Industrial Relations Act*, whichever occurs first.
- 26.02 Any change deemed necessary in this Agreement may be made by mutual agreement at anytime during the existence of this Agreement.

**ARTICLE 27 – STUDENTS AND PROJECT WORKERS**

27.01 It is agreed by the parties that students and job employment workers funded by grants (Project Workers) are not covered by this Agreement.

Signed sealed and delivered at Chipman, in the County of Queens, Province of New Brunswick on the 14 day of December A.D., 2021.

**In the Presence of**

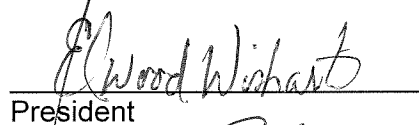
**Village of Chipman**



As to the Signatures of  
the Village of Chipman

  
\_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Village Clerk

**Canadian Union of Public  
Employees Local 4447**

  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Secretary

RM/II:cope\*491



**SCHEDULE A – WAGES**

<b>Classification</b>	<b>January 1, <u>2022</u></b>	<b>January 1, <u>2013</u></b>	<b>January 1, <u>2024</u></b>	<b>January 1, <u>2025</u></b>
Village Maintenance & Utility Supervisor	26.82	27.47	28.22	28.97
Utility Worker	24.85	25.50	26.25	27.00
Maintenance & Utility Assistant	24.20	24.85	25.60	26.35
Arena Attendant	23.65	24.30	25.05	25.80
Assistant Arena Attendant	19.85	20.50	21.15	21.90
Labourer	18.00	18.65	19.40	20.15

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**MEMORANDUM OF AGREEMENT**

Should the Arena operations continue status quo, the Employer agrees to review the staffing level, full-time vs. part-time, and the wage gap between the Assistant Arena Attendant (Seasonal) and the full-time Arena Attendant classifications before the end of November each year.

This shall commence starting every November, prior to concluding the arena's operating budget.

**For the Union:**

Elwood Wishart

Date: Dec 14/21

**For the Employer:**

[Signature]

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**LETTER OF AGREEMENT – CASUAL EMPLOYEES**

The parties agree that casual employees hired by the Employer, Village of Chipman, for periods of less than twenty-five (25) consecutive working days shall not be covered by this Agreement.

The Employer further agrees that they will not lay off such employees on the completion of twenty-five (25) consecutive working days for the purpose of preventing such employees from becoming covered by this Collective Agreement.

**For the Union:**

*Ronald Wishart*

Date: Dec 14 / 21

**For the Employer:**

*[Signature]*



## **Memorandum of Understanding**

**Between**

**Cupe Local 4447**

**And**

**The Village of Chipman**

**RE: Temporary Employee**

Whereas from time to time the Village may need to employ the services of a Temporary Employee due to the absence of a Full-time employee due to illness or unexpected leave of absence.

Whereas the Village does not have a classification for such an employee within the current collective agreement.

Be it resolved, that the parties have agreed to the employment of a Temporary Employee to backfill the vacancy left by the illness or unexpected leave of a permanent employee for a temporary period.

Be it resolved that the hiring of a temporary employee will not have any affect on the posting process of a true vacancy as per Article 20 of the current collective agreement.

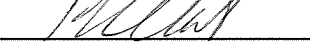
Be it further resolved that the following rights and benefits shall apply to the temporary employee:

1. The employee will pay union dues but will not have the right to the Grievance and Arbitration articles.
2. The temporary employee will have the right to build seniority while working in the bargaining unit and that seniority can be used to bid on a vacancy within the bargaining unit while so employed but only after the permanent staff have had the opportunity to be considered for the posting as per Article 20.
3. Once the term position has been completed then the seniority of the temporary employee shall be terminated.

4. The employee shall receive the regular rate of pay for the classification to which they are hired to backfill.
5. The employee will have access to overtime
6. The employee will be paid vacation pay of 4% each pay period.
7. The employee may be granted sick time depending on length of service but will not earn the time as per the collective agreement.
8. The temporary employee shall provide their own work clothing and safety boots but will have access Hard hat, safety vest and gloves.
9. The employee will have access to bereavement leave.

This agreement is for the life of the current collective agreement January 1, 2022 - December 31, 2025 and can be renewed or altered at the next round of bargaining or maybe altered between rounds of bargaining if agreed to do so by the signing parties below.

Signed Dec 14, 2021

Employer 

Union 