

COLLECTIVE AGREEMENT

between

**Canadian Union of Public
Employees, Local 2404**

and

**The Town of
Grand Bay-Westfield, N.B.**

January 1, 2019 – December 31, 2022

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	3
ARTICLE 2 - MANAGEMENT RIGHTS.....	3
ARTICLE 3 - RECOGNITION AND NEGOTIATIONS	4
ARTICLE 4 - NO DISCRIMINATION	5
ARTICLE 5 - UNION SECURITY	5
ARTICLE 6 - CHECK OFF OF UNION DUES	6
ARTICLE 7 - CORRESPONDENCE	6
ARTICLE 8 - LABOUR/MANAGEMENT COMMITTEE	6
ARTICLE 9 - BARGAINING MANAGEMENT RELATIONS.....	7
ARTICLE 10 - GRIEVANCE PROCEDURE.....	8
ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE.....	10
ARTICLE 12 - ARBITRATION.....	11
ARTICLE 13 - SENIORITY.....	11
ARTICLE 14 - LAY-OFF AND RECALL PROCEDURE.....	13
ARTICLE 15 - PROMOTIONS AND STAFF CHANGES	14
ARTICLE 16 - HOURS OF WORK.....	15
ARTICLE 17 - OVERTIME	15
ARTICLE 18 - HOLIDAYS:.....	16
ARTICLE 19 - VACATIONS	17
ARTICLE 20 - SICK LEAVE	18
ARTICLE 21 - LEAVE OF ABSENCE	19
ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES	20
ARTICLE 23 - EMPLOYEE BENEFITS.....	21
ARTICLE 24 - SAFETY AND HEALTH	22
ARTICLE 25 - JOB SECURITY	22
ARTICLE 26 - CLOTHING	22
ARTICLE 27 - GENERAL CONDITIONS	22
ARTICLE 28 - COPIES OF AGREEMENT.....	23
ARTICLE 29 - DURATION	23
APPENDIX "A"	25
LETTER OF AGREEMENT RE: DOMESTIC VIOLENCE	26
LETTER OF AGREEMENT RE: VIOLENCE IN THE WORKPLACE	27

THIS AGREEMENT made this _____ day of January 2019

BETWEEN:

THE TOWN OF GRAND BAY-WESTFIELD, N.B.

hereinafter called the Employer

- and -

THE EMPLOYEES OF THE TOWN OF GRAND BAY
WESTFIELD, LOCAL 2404, CANADIAN UNION OF
PUBLIC EMPLOYEES

hereinafter called the "Union"

THE PARTIES AGREE:

ARTICLE 1 - PREAMBLE

1.01 It is the intention and purpose of the Parties to this Agreement to set forth certain terms and conditions of employment relating to pay, hours of work and other related terms and conditions of employment affecting employees covered by this Agreement.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 All the functions, rights, powers and authority which the Employer has not specifically abridged delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

2.02 Without limiting the generality of the foregoing it is agreed that the Employer has the exclusive right to:

- (a) hire, transfer within the department, and for just cause, discharge and discipline;
- (b) classify, promote, assign, employees;
- (c) to be the judge of the qualification of employees;
- (d) to determine the numbers and jobs of employees required from time to time consistent with proper public services;
- (e) to maintain order, discipline and efficiency; and
- (f) to determine schedules, methods, sequences and locations of operations;

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 may be decided through grievance and/or arbitration.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

- 3.01 BARGAINING UNIT - The Employer recognizes the Canadian Union of Public Employees and its Local 2404, as the sole and exclusive Bargaining Agent for all its employees covered by Certification Order I. R. B .1 - 31 - 80.
- 3.02 WORK OF THE BARGAINING UNIT - Persons whose regular jobs are not in the Bargaining Unit shall not replace any regular employee on any job which is included in the Bargaining Unit except in cases of emergencies where safety of the public is of primary concern and work is of a non-restorative nature.
- 3.03 GRANT EMPLOYEE - The Union agrees that Employees hired through Federal or Provincial grants for temporary periods of employment are excluded from the provisions of the Collective Agreement. It is agreed that these employees will not replace any member of the Bargaining Unit and it is further agreed that there shall be no reduction in the present work force or reduction in hours worked by virtue of such employees.
- 3.04 PROBATIONARY EMPLOYEE – A probationary employee is a person employed by the Town of Grand Bay-Westfield to perform the duties of a job classification listed in Appendix "A" for the purpose of assessing that person's suitability for permanent employment. Upon satisfactory completion of the probationary period specified for that job classification, the person shall be appointed as a permanent employee. A probationary employee shall have monthly union dues deducted from his pay.
- 3.05 REGULAR EMPLOYEE - A regular employee is a person employed by the Town of Grand Bay-Westfield to perform the duties of a job classification listed in Appendix "A" and who has successfully completed the probationary period specified for that job classification.
- 3.06 SEASONAL EMPLOYEE - A seasonal employee is a person employed by the Town of Grand Bay-Westfield on a seasonal basis and whose name appears on the list of seasonal employees. The seasonal employee list shall contain no more than three (3) names at any one time and the addition of names to the list will be at the sole discretion of the Employer. The term of employment for a seasonal employee shall not exceed ten (10) consecutive months of uninterrupted employment, **unless otherwise mutually agreed upon by the employer and the Union**. Seasonal employees shall enjoy only the rights and privileges contained in Articles 4.01, 5.02, 5.03, 5.04, 6.01, 10.01, 10.02, 10.03, 10.04, 10.05, 10.06, 11.02, 11.04, 13.07, 14.05, 16.01, 17.03, 18.01, 19.06, 20.01, 20.03, 20.04, 20.05, 20.06, 20.07, 20.08, 20.09, 21.03, 22.04, 23.01(d), and 26.02 of the collective agreement.

The Employer shall categorize seasonal employees as skilled labourers or labourers and will unilaterally determine which employees should be called in for a particular job. The Employer agrees to pay seasonal employees in the Works Department as set out in Appendix "A" applicable to the time period of such seasonal employment.

- 3.07 CASUAL EMPLOYEE - A casual employee is a person employed by the Town of Grand Bay-Westfield to perform work for a temporary period of time and whose name does not appear on the seasonal employee list. A temporary period of time shall be any period of uninterrupted employment of not more than ten (10) consecutive months. Casual employees shall not enjoy any of the rights and privileges of the collective agreement, however, the Employer agrees to pay a casual employee in the Works Department at a rate to be determined solely by the Employer. Casual employees will not be hired until all the seasonal employees who are qualified to do the work are employed.
- 3.08 MEMBER - Means member of Bargaining Unit.
- 3.09 COUNCIL - Means Elected Officers of Town.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 Each of the parties hereto agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced against any employee for any reason.
- 4.02 It is agreed that the Federal Human Rights Code and the Human Rights Code of the Province of New Brunswick apply to this Collective Agreement.
- 4.03 If a dispute arises in regard to Art. 4.01, 4.02, it shall follow the Regular Grievance Procedure.

ARTICLE 5 - UNION SECURITY

- 5.01 All future employees of the Employer shall as a condition of continued employment, become and remain members of the Union within thirty (30) days of employment with the Employer.
- 5.02 NEW EMPLOYEES - The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

- 5.03 COPIES OF AGREEMENT - Within two weeks of a new employee being hired, the Town Manager or the employee's immediate Supervisor shall introduce the new employee to his Union Steward or representative. The Steward or representative will provide the new employee with a copy of the Collective Agreement.
- 5.04 INTERVIEWING OPPORTUNITY - A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) 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 responsibilities and obligations to the Employer and the Union.

ARTICLE 6 - CHECK OFF OF UNION DUES

- 6.01 DUES CHECK-OFF - The Employer shall deduct from every regular and probationary employee covered by this Collective Agreement monthly dues levied by the Union on its members.
- 6.02 DEDUCTIONS - The Employer agrees to make such deductions from the first day of each month and to forward the same to the Secretary-Treasurer of the Union not later than the twenty-fifth (25) day of the same month, together with a list of all employees from whose wages the deductions have been made.

ARTICLE 7 - CORRESPONDENCE

- 7.01 CORRESPONDENCE - All correspondence arising out of this Agreement or incidental thereto shall pass to and from the Town Manager and the Secretary of the Union with a copy to the president of the Local.

ARTICLE 8 - LABOUR/MANAGEMENT COMMITTEE

- 8.01 ESTABLISHMENT OF COMMITTEE - A Labour/Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer, and the Town Manager. This Committee shall enjoy the full support of both parties to this Agreement in the interests of the maximum service to the public.

8.02 FUNCTION OF COMMITTEE - The Committee will concern itself with matters of the following nature:

- (a) considering constructive criticisms of all activities so that better relations shall exist between the Employer and Employees;
- (b) increasing operating efficiency by promoting co-operation in effecting economy moves;
- (c) improving of service to the public;
- (d) promotion of safety and sanitary practices and the observance of safety rules;
- (e) reviewing suggestions from the parties;
- (f) promoting education and training of staff.

8.03 MEETINGS OF THE COMMITTEE - The Committee shall meet twice annually or more often if mutually agreed to by both parties.

ARTICLE 9 - BARGAINING MANAGEMENT RELATIONS

9.01 REPRESENTATION - No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without prior authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers.

9.02 REPRESENTATIVE OF THE CANADIAN UNION OF PUBLIC EMPLOYEES - The Union shall have the right at any time to have the assistance of a representative of C.U.P.E. when dealing with the Employer. Such representative shall have access to the Employer's premises provided that the Employer is previously notified that the representative is on the premises in order to investigate and assist in the settlement of a grievance.

9.03 MEETING OF COMMITTEE - In the event that either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given.

9.04 TIME OFF FOR MEETINGS - Any representative of the Union on the Labour/Management Committee shall have the privilege of attending Committee meetings held within his scheduled working hours without loss of pay.

9.05 EMPLOYER'S REPRESENTATIVE - The Employer shall have the right at any time, to have the assistance of Consultants, legal or otherwise, when dealing with the Union.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Where an employee feels himself to be aggrieved by the interpretation or application in respect of him of a provision of a statute or regulation, by-law, direction or other instrument made or issued by the Employer, dealing with terms and conditions of employment or an alleged violation of any 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 interpretation or application of this Agreement, the following procedure shall apply:

STEP ONE: Within ten (10) days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present his grievance in writing, either by personal service or by mailing by registered mail, to the person designated by the Employer as the First Level in the grievance procedure (the First Level of Grievance is the immediate supervisor of the grieving employee).

If the employee receives no reply or does not receive satisfactory settlement within ten (10) 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 ten (10) working days from the expiration of the ten (10) day period referred to in Step One, the employee may present his grievance in writing, either by personal service or by mailing by registered mail, to the person designated by the Employer as the Second Level in the grievance procedure (the Second Level of Grievance is the Labour/Management Committee). Any settlement proposed by the Employer at the First Level and any replies must accompany the grievance when it is presented at the Second Level to the person designated at the Second Level. The person designated as the Second Level shall reply to the grievance in writing to the employee within ten (10) working days from the date which the grievance was presented at the Second Level. Should the employee not receive a reply or satisfactory settlement of his grievance within ten (10) working days from the date on which he presented his grievance at the Second Level the employee may proceed to Step Three.

STEP THREE: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step Two, the employee may present his grievance in writing at the Third Level of the grievance procedure, either by personal service or by mailing by registered mail, to the person designated by the Employer as the Third Level in the grievance procedure (the Third Level of Grievance is the Council of the Town of Grand Bay-Westfield). Any settlement proposed by the Employer at Second Level and any replies must accompany the grievance when it is presented at the Third Level to the person designated at the Third Level. The person designated as the Third Level shall reply to the grievance in writing to the employee within twenty (20) working days from the date which the grievance was presented at the Third Level. Should the employee not receive a reply or satisfactory settlement of his grievance within twenty (20) working days from the date on which he presented his grievance at the Third Level, the Union may refer his grievance to arbitration within twenty (20) working days of the date on which he should have received a reply from the person designated as the Third Level.

- 10.02 In any case where the employee presents his grievance in person or any case in which a hearing is held on a grievance at any level of the grievance, the employee may be accompanied by a representative or agent of the Union.
- 10.03 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. If advantage of the provisions of this Article have not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened.
- 10.04 Any matter giving rise to a dispute directly between the Union and the Employer, or any grievance resulting in loss of pay, shall be commenced as Step Two of the Grievance Procedure. a Labour/Management Committee meeting will be held prior to any action resulting in a loss of pay.
- 10.05 The parties may mutually agree to extend the time limits specified herein.
- 10.06 **TECHNICAL OBJECTIONS TO GRIEVANCE** - No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 **DISCHARGE PROCEDURE** - A regular employee may be dismissed only for just cause and only upon the authority of the Employer. The Employer may suspend an employee, but shall immediately report such action to the Council. Such employee and the Union shall be advised within forty-eight (48) hours in writing by the Employer of the reason for such dismissal or suspension. A suspension without pay shall not exceed thirty (30) days.

11.02 **WARNINGS**

(a) Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

(b) If a complaint is received against any employee, or an investigation is to be carried out as the result of such complaint, the said employee must be given notice in writing prior to the investigation that this is to take place, provided that the investigation is not one of a criminal nature that could result in criminal charges being laid. The source of the complaint must be made known to the employee where possible, with a copy to the Union.

11.03 **UNJUST SUSPENSION OR DISCHARGE** - Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 11.01, the 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 his regular pay during the period of suspension or discharge, which shall be paid to him at the end of the next complete pay period following his reinstatement, or by any other arrangement, as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

11.04 Before any warning, written or verbal, can be placed on an employee's record, he must be advised and have an opportunity to defend himself. This will also apply to any disciplinary action taken against a member of the bargaining unit. Each employee shall have the right to see his personal record on request. It shall be considered a joint union/management function to address undesirable employee behavior. Any disciplinary action placed or presently in an employee's personnel file shall be removed after a period of twenty-four (24) months.

ARTICLE 12 - ARBITRATION

- 12.01 The provisions of the Industrial Relations Act and regulations of the Province of New Brunswick shall apply to grievances lodged under the terms of this Agreement.
- 12.02 In any case, including cases arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Arbitrator or Board of Arbitration, as mutually agreed, shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, as the Board may determine appropriate to finally settle the issues between the parties, as per the terms of this contract, and may give retroactive effect to its decision.

ARTICLE 13 - SENIORITY

- 13.01 **SENIORITY DEFINED** - Seniority is measured by length of permanent and continuous employment with the Employer. Seniority shall commence from the date an employee last commenced permanent continuous employment with the Employer.
- 13.02 **SENIORITY LIST** - The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in February of each year.
- 13.03 **PROBATIONARY EMPLOYEES** - Newly hired employees of the Town of Grand Bay-Westfield who come under the terms of this Collective Agreement shall be considered Probationary Employees until they have worked one hundred eighty days (180) from the day of hiring in the Works Department and will not accumulate any service. Service will be backdated to the last date of hire following satisfactory completion of the probationary period.

The employment of an employee may be terminated at any time during the probationary period without recourse to the grievance procedure except as provided under the Industrial Relations Act. The Employer shall not be required at any time to establish just cause in the event of such termination.

During the probationary period the employee shall benefit from all of the provisions of this Collective Agreement with the exception of the grievance procedure in the event of termination. The effective date of any termination of employment during the probationary period shall not be a date that falls beyond the date of the expiration of the probationary period.

13.04 LOSS OF SENIORITY - If an employee is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer, he shall not lose seniority rights. An employee shall only lose his seniority in the event:

- (a) he is discharged for just cause and is not reinstated;
- (b) he resigns and does not withdraw within one week;
- (c) he is absent from work in excess of two (2) working days without notifying the Employer, unless such notice was not reasonably possible;
- (d) after a lay-off, he fails to return to work within five (5) working days, in addition to Article 14.01, after being notified to do so, unless through sickness or other just cause, in which case the Employer may require a doctor's certificate. It shall be the responsibility of the Employee to keep the Employer informed of his current address;
- (e) he is laid off for a period longer than twelve (12) months. Seniority shall continue to accrue during any period of absence on leave authorized by the Employer.

13.05 RETENTION OF SENIORITY RIGHTS - Should the Employer merge, amalgamate, or combine any of its operations or functions with another employer, the Employer agrees to the retention of seniority rights for all employees with the new Employer subject to any restrictions that may be imposed on the employer/employees by the Legislature of the Province of New Brunswick.

Should the Employer merge, amalgamate, or combine any of its operations or functions with another employer, the Employer agrees that employees of similar classifications shall be remunerated at the higher rate of pay for the said classification.

13.06 TRANSFERS AND SENIORITY OUTSIDE THE BARGAINING UNIT - No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee does transfer to a position outside the bargaining unit, with the exception of another position within his Department, he shall lose all acquired seniority. If such an employee later returns to the bargaining unit, he shall start out as a new employee in regards to seniority.

13.07 SENIORITY FOR SEASONAL EMPLOYEES - The Employer shall maintain a seniority list showing the date upon which each seasonal employee's service commenced. An up-to-date seniority list of seasonal employees shall be sent to the Union and posted on all bulletin boards in February of each year.

ARTICLE 14 - LAY-OFF AND RECALL PROCEDURE

- 14.01 **LAY-OFF AND RECALL PROCEDURE** - Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees having the required qualifications, ability and physical fitness, shall be laid off in the reverse order to their seniority and shall be recalled in order of their seniority. Upon receipt of notice of recall by registered mail, the recalled employee shall declare his intention to return to work within fifteen (15) calendar days of receipt of the notice of recall. The Employer may fill a vacancy temporarily with an employee of lesser seniority.
- 14.02 **NOTICE OF LAY-OFF** - The Employer shall notify the employees on the seniority list who are to be laid off at least ten (10) working days before the lay-off is to be effective and which is to coincide with the end of a week. If the laid off employee has not had the opportunity to work until the end of a week after notice of lay-off, he shall be paid in lieu of work for the part of the week during which work was not made available.
- 14.03 **CONTINUATION OF BENEFITS** - The Employer agrees to pay full coverage to the group insurance plans for up to three (3) months to laid off full time employees. In the event of a longer lay-off, employees so affected will be given the right to continue this coverage through direct payments for a period of time not to exceed twelve (12) months from the date that the lay-off commenced.
- 14.04 **GRIEVANCE ON LAY-OFFS** - Grievances concerning lay-offs due to a reduction in the working force shall be initiated at Step Two of the Grievance Procedure.
- 14.05 **LAYOFF AND RECALL PROCEDURE FOR SEASONAL EMPLOYEES** - Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff of a seasonal employee, employees having the required qualifications, ability and physical fitness shall be laid off in the reverse order of their seniority and shall be recalled in order of their seniority. The Employer shall notify the employees on the seniority list who are to be laid off at least ten (10) working days before the lay-off is to be effective and which is to coincide with the end of a week. If the laid off employee has not had the opportunity to work until the end of a week after notice of lay-off, he shall be paid in lieu of work for the part of the week during which work was not made available. Upon receipt of notice of recall by registered mail the recalled employee shall declare his intention to return to work within fifteen (15) calendar days of receipt of the notice of recall. The Employer may fill a vacancy temporarily with an employee of lesser seniority.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 **JOB POSTINGS** - When a vacancy occurs or a new position is created, inside the Bargaining Unit, the Employer shall post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of two (2) weeks in order that all members will know about the position and be able to make written application therefore.

The Employer agrees to send by registered mail on the day this is posted, a copy of the posting to all employees who may be on vacation, sick leave, courses, etc. It will be the responsibility of the employee to keep the Employer advised of his current address.

15.02 **INFORMATION ON POSTINGS** - Such notice shall contain the following information:

- nature of position;
- qualifications;
- required knowledge and education;
- skills;
- wage or salary rate or range;

The qualifications shall not be established in an arbitrary or discriminatory manner.

15.03 **TRIAL PERIOD** - The successful applicant shall be placed on a trial position for a period of one (1) month, and the promoted employee shall be paid the rate of pay for such higher position. In the event the applicant proves unsatisfactory in the position during the aforementioned trial period, he shall be returned to his former position without loss of seniority and any other employees promoted or transferred because of the re-arrangement of position shall also be returned to his former position without loss of seniority.

15.04 **JOB TRAINING** - The Employer shall inaugurate and maintain a system of "on the job" training so that every qualified employee as determined by the Employer shall have the opportunity of receiving training and qualifying for promotion, in the event of a vacancy arising to the position next senior to his own.

15.05 **NO OUTSIDE ADVERTISING** - In the case of promotional positions, no advertisement for additional employees shall be made until after such posting has been completed.

15.06 Promotions shall be determined by seniority and ability; ability being the deciding factor, where ability is equal seniority shall prevail.

- 15.07 PROMOTIONS REQUIRING HIGHER QUALIFICATIONS - In case of promotion requiring higher qualifications, the Employer shall give consideration to the senior employee who does not possess the required qualifications, but is preparing for qualification prior to filling a vacancy. Such employee will be given an opportunity to qualify within a reasonable length of time and to revert to his former position if the required qualifications are not met within such time.

ARTICLE 16 - HOURS OF WORK

- 16.01 The regular hours of work for all employees covered by this Agreement shall be forty (40) hours per week.
- 16.02 WORKING CONDITIONS - No employee shall be required to perform any job which is not part of his regular duties. The Employer agrees to draw up job designations of each classifications in Appendix "A".

ARTICLE 17 - OVERTIME

- 17.01 All time worked in excess of the hours prescribed in 16.01 shall be paid for at the rate of time and one-half.
- 17.02 DISTRIBUTION OF OVERTIME - The opportunity to work overtime shall be offered firstly to employees forming part of the regular workforce in the Works and Sewerage Department provided that such employee possesses the requisite skill and ability to perform the job. If no such employee with the requisite skill and ability is available for overtime then the Employer shall assign overtime to other employees in its sole discretion.
- 17.03 MEAL AND TRAVEL ALLOWANCE - Any member covered by this agreement designated by the Employer or subpoenaed to appear as a witness at any court or otherwise designated to travel outside the municipality by the employer shall be given Forty (\$40.00) Dollars per day for meals broken down as Eight (\$8.00) Dollars for breakfast, Ten (\$10.00) Dollars for Lunch and Twenty-two (\$22.00) Dollars for supper, plus actual cost of reasonable lodging upon submission of all receipts for such expenses.

Employees designated to take their personal car for transportation shall be paid at the rate of forty (40) cents per kilometer at a maximum of four (4) persons per car. This article shall also apply to any member designated by the Employer to go outside the Town limits for any other reason in excess of a twenty-five (25) km. radius. Employees required to stay overnight will be given five dollars for incidentals per day

Any employee required to be on municipal business longer than five (5) calendar days shall receive ten (\$10.00) for incidentals per day. Should the employee temporarily return to the Municipality after five (5) calendar days the \$10.00 per day incidental shall still apply.

- 17.04 CALL OUT - When an employee covered by this Agreement is called for any time outside his regular working hours and reports for duty, he shall be paid a minimum of **four (4)** hours at his overtime rate of pay. Employees called to work thirty (30) minutes prior to work shall receive one (1) hour's pay at the overtime rate.

When an employee is on shift and is required to work beyond the regular shift he shall be paid time and a half for every hour worked.

- 17.05 COURSES - When an employee is away on course, all expenses shall be paid by the Town of Grand Bay-Westfield and time off shall be provided to travel to the location. When travel is required on an employee's day off, his day off shall be rescheduled.

- 17.06 Overtime hours may be accumulated by the employee and time off given in lieu of overtime pay, to a maximum of five (5) days per annum. Time off is to be taken only at a time which is mutually agreeable between the Employer and the employee.

- 17.07 The Employer will provide a meal allowance as defined in article 17.03 for breakfast, lunch or dinner for those cases when the employer requires the employee to work overtime during the usual breakfast, lunch or dinner hours.

ARTICLE 18 - HOLIDAYS:

- 18.01 The following shall be considered paid holidays:

New Year's Day	Dominion Day
Family Day	New Brunswick Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Queen's Birthday	Christmas Day
Remembrance Day	
Boxing Day	

and any day proclaimed by the Dominion, Provincial or Municipal Government of the Town of Grand Bay-Westfield.

18.02 Employees of the Town commencing January 1, 2000 shall be paid quarterly in the calendar year for stand by time as follows: effective January 1, 2000 one (1) hour at their regular hourly rate for six (6) hours of stand-by time.

18.03 All employees:

1. who normally work a 5 day week shall have the holiday off with pay;
2. on shift work with normal day off falling on the holiday may take the day off or a day's pay;
3. Full time or seasonal employees required to work on any paid holiday set out in article 18.01 shall be paid the overtime rate for all hours worked during the day and shall receive time off equivalent to the hours worked or an additional day off if the work exceeds the call out provision of four (4) in article 17.04.

ARTICLE 19 - VACATIONS

19.01 In the first calendar year (January - December) the employee shall receive one (1) day of vacation with pay for each month of continuous service and this must be taken by December 31st of that calendar year.

In the second calendar year and following 180 days from date of hiring and each calendar year thereafter the employee shall receive fifteen (15) vacation days with pay; applicable to all employees.

In the sixth calendar year and each calendar year thereafter the employee shall receive twenty (20) vacation days with pay.

In the 17th calendar year and each calendar year thereafter the employee shall receive twenty-five (25) vacation days with pay.

One week's vacation shall be understood to be five (5) working days or seven (7) calendar days.

19.02 (a) VACATION PAY ON TERMINATION - An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

(b) VACATION PAY ON RETIREMENT - On retirement, an employee shall be entitled to the same vacation or vacation pay which he would have earned if he had continued in employment to the end of the calendar year.

- 19.03 PREFERENCE IN VACATION - Vacations shall be arranged between the employees and the Employer on or before April 30th of each year. Preference in choice of vacation dates shall be determined by seniority, only if vacation dates have been submitted by April 30th. Vacation carry over shall be subject to mutual consent and need to carry over.
- 19.04 VACATION SCHEDULE - Vacation schedules. shall be posted by May 31st of each year and shall only be changed by mutual agreement. The vacation year shall be from January 1st to December 31st of each year.
- 19.05 ILLNESS DURING VACATION - Sick leave shall be substituted for vacation where it can be established by the employee that an illness or accident occurred during his vacation, such illness or accident to have been sufficiently serious that it would normally have necessitated the employee remaining away from work. Medical Certificate required.
- 19.06 VACATION ENTITLEMENT FOR SEASONAL EMPLOYEES - Seasonal employees shall receive one (1) day of vacation with pay for each full month of service in lieu of vacation pay. Vacation pay for seasonal employment of less than one (1) month in duration shall be paid at the rate of four percent (4%) of earnings during that partial month of service. In a seasonal employee's sixth calendar year and each calendar year thereafter the employee shall receive one and one half (1 ½) days of vacation with pay for each full month of service in lieu of vacation pay and vacation pay for seasonal employment of less than one (1) month in duration shall be paid at the rate of six percent (6%) of earnings during that partial month of service.

ARTICLE 20 - SICK LEAVE

- 20.01 SICK LEAVE DEFINED - Sick leave means the period of time when an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers Compensation Act.
- 20.02 AMOUNT OF SICK LEAVE - Sick leave shall be earned by the employee on the basis of one and one-half (1 1/2) days for every month of service.
- 20.03 DEDUCTION FROM SICK LEAVE - A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave defined above.
- 20.04 PROOF OF ILLNESS - An employee is required to fill out a certificate for any illness. A medical certificate will be provided if asked for during the illness.

- 20.05 SICK LEAVE RECORDS - After the close of each calendar year, the Employer shall advise each employee and the Union in writing of the amount of sick leave accrued to his credit.
- 20.06 SICK LEAVE WITHOUT PAY - Sick Leave without pay shall be granted for a period of up to twelve (12) months to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.
- 20.07 UNAVAILABLE FOR WORK - When an employee is scheduled for work and for any reason will not be available, he shall notify the Employer as soon as possible.
- 20.08 ILLNESS IN THE FAMILY - Where no other than the employee can provide for the needs during illness of an immediate member of his family, an employee shall be entitled, after notifying his supervisor, to use a maximum of five (5) accumulated sick leave days per illness for this purpose.
- 20.09 SICK LEAVE FOR SEASONAL EMPLOYEES - Sick leave shall be earned by seasonal employees on the basis of one (1) day for every full month of service. No sick leave shall be earned for partial months of service.

ARTICLE 21 - LEAVE OF ABSENCE

- 21.01 UNION BUSINESS - Where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay.
- 21.02 UNION CONVENTIONS - Leave of absence without loss of pay shall be granted upon request to the Employer for one employee elected or appointed to represent the Union at Union Conventions to a maximum of 8.0 man days per annum.
- 21.03 BEREAVEMENT LEAVE - Three consecutive days off with pay shall be granted in the event of the death of an employee's father, mother, spouse, son, daughter, brother, sister, father-in-law, sister-in-law, brother-in-law, mother-in-law, grandparents, or any person living in the home of the employee.
- 21.04 FAMILY LEAVE - Employees shall be granted three (3) days leave of absence without loss of pay in the event of being left homeless through fire, flood, or any act of God.

- 21.05 GENERAL LEAVE - The Employer shall grant leave of absence without loss of pay or without loss of seniority to an employee requesting such leave for good and sufficient cause as mutually agreed.
- 21.06 EDUCATIONAL LEAVE - The Employer agrees to grant leave of absence with pay and without loss of seniority to any employee selected by the Employer for any advancement in the employee's work area.
- 21.07 NEGOTIATIONS PAY - Representatives of the Union shall not suffer any loss of pay, benefits or seniority for total time involved in negotiations with the Employer, during regular working hours.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

- 22.01 PAY DAYS - The Employer shall pay salaries and wages every week at noon on Thursday in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay day, every employee shall be provided with an itemized statement of his wages and deductions. If a regular pay falls on a holiday, pay shall be received earlier. Pay periods shall terminate on every Friday.
- 22.02 PAY DURING TEMPORARY TRANSFERS - Any employee under the Collective Agreement required to fill temporarily a position for a period of two (2) days or more for which a higher rate of wages than that for such employee's regular work is paid, shall receive the higher rate retroactive to the day such work commenced while so employed and employees required to fill temporarily a position for which a lower rate than that paid for such employee has been established, shall not suffer any reduction in pay for reason thereof. These temporary transfers shall be at the discretion of the employer and where required the Department Head.
- 22.03 VACATION PAY - Employees may, upon giving at least three (3) days notice, receive on the last office pay preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.
- 22.04 LEGAL FEES - The Employer shall pay all legal and court costs for any action initiated against an employee by virtue of the performance of his duties.
- 22.05 EDUCATIONAL COURSE - The Employer shall pay the full cost of any course of instruction plus all reasonable expenses for an employee to better qualify himself to perform his job, as assigned and approved by the Employer.

- 22.06 OVERTIME PAY - In accordance with Article 17, the Employer agrees that an employee who desires his accumulated overtime pay shall submit a written request 30 days prior. All accumulated overtime pay must be paid by December 31st of each year.
- 22.07 CHANGES IN CLASSIFICATIONS - The rate of pay for any position not covered by Appendix "A" which may be established during the life of this agreement shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the rate of pay of the job in question, such dispute shall be submitted to negotiation and binding arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 23 - EMPLOYEE BENEFITS

- 23.01 (a) Group Life Insurance shall be two (2) times the employee's salary, with double indemnity. Shall be paid One Hundred Percent (100%) by the Employer with provisions required Re: Insurability of persons over 65 years and will be effective April, 1981.
- (b) Long Term Disability - The Union shall pay One Hundred Percent (100%) for union employees.
- (c) Assumption Life Group Plan, Class B, Contract No. 2500-037 in conjunction with the NB Municipal Advisory Corporation Inc., (copy of specifics attached as Schedule "A"), or comparable plan as mutually agreed - The Employer shall pay seventy-five Percent (75%) and the Union shall pay twenty-five Percent (25%), to be effective January 1, 2000.
- (d) Seasonal employees will have the option, once a year during the first week of April, to join the health and/or dental benefit plans of the Town, to become effective the following month. The Town will deduct a monthly amount from the employee's weekly pay to cover the benefit premiums while the employee is on lay off. During the periods of layoff, the seasonal employees will be responsible for both the Employer and employee portion of the premiums.
- (e) Pension - as per New Brunswick Municipal Employees Pension Plan established March 1, 1979.
- 23.02 WORKERS' COMPENSATION - All employees are subject to the provisions of the Workers' Compensation Act. The Employer shall not be required to pay sick leave while the employee is receiving benefits under the Workers' Compensation Act.

ARTICLE 24 - SAFETY AND HEALTH

24.01 **CO-OPERATION ON SAFETY** - The Employer shall observe all reasonable precautions and provide all safety devices or appliances that may be reasonable, that may be required for the ample protection of employees. All employees shall co-operate with the Employer in the prevention of accidents.

ARTICLE 25 - JOB SECURITY

25.01 The Employer may, in its sole discretion, increase or decrease the number of employees in the workforce, provided that the Employer agrees to maintain a regular workforce of three (3) employees (two (2) skilled labourers, and one (1) utility worker) in the Works Department during the entire term of this agreement.

25.02 The Employer agrees that there shall be no reduction of the regular workforce below three (3) employees by the sub-contracting of work normally performed by the employees within the bargaining unit.

ARTICLE 26 - CLOTHING

26.01 All employees of the Works & Sewage Department shall receive \$400.00 per year clothing issue. Contaminated clothing will be replaced by the Employer as required.

26.02 All seasonal employees of the Works & Sewage Department shall receive **four hundred dollars (\$400)** per year clothing allowance. Contaminated clothing will be replaced by the Employer as required.

ARTICLE 27 - GENERAL CONDITIONS

27.01 **NO STRIKE OR LOCKOUT** - The Union agrees that there shall be no strike, slowdowns or interruption of work and, the Employer agrees that there shall be no lockout of members of the Union during the term of this Agreement.

27.02 **CHANGES IN AGREEMENT** - Any changes deemed necessary in this agreement may be made by mutual agreement in writing between the parties at any time during the existence of this Agreement.

ARTICLE 28 - COPIES OF AGREEMENT

28.01 **COPIES OF THE AGREEMENT** - The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the Employer shall print sufficient copies of the Agreement with no cost to the Union or its members.

ARTICLE 29 - DURATION

29.01 (a) **TERM OF AGREEMENT** – This agreement shall be in effect and binding on the parties hereto from **January 1, 2019** for a period of 48 months expiring on **December 31, 2022** and thereafter to continue in force from year to year unless notice in writing is given within 120 days terminating on **December 31, 2022** or before in any year thereafter by either party to the other of a desire to amend the existing working Agreement or negotiate a new working Agreement.

(b) Where notice to amend the agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike accrues, whichever occurs first.


29.02 Upon receipt of such notice, negotiations to conclude an agreement shall commence within twenty (20) days following such notice.

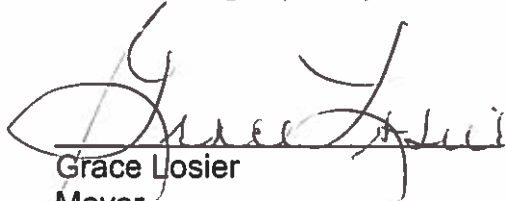
29.03 This Agreement shall be binding, not only upon the parties to the Agreement but also upon their successors or heirs.

IN WITNESS WHEREOF the Employer has hereunder affixed its Corporate Seal and has caused these presents to be executed by the duly authorized officers and Local No. 2404 of the Canadian Union of Public Employees has caused these presents to be executed by its duly authorized officers.

SIGNED this 29th day of January 2019.

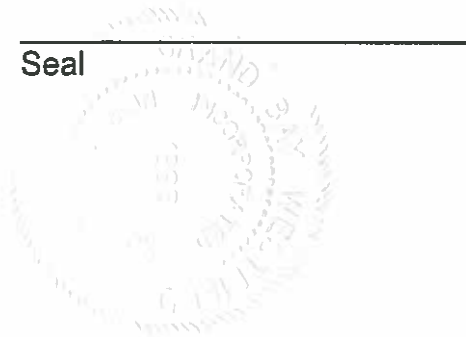

Sandra Gautreau
Town Manager (Clerk)


Peter Jones
President Local 2404


Grace Losier
Mayor


Mike Meahan
CUPE Servicing Representative

Seal



APPENDIX "A"

WAGES

It is agreed that the hourly rate of the works & sewage department seasonal classification shall receive a wage adjustment of twenty cents (\$0.20) effective January 1st, 2019 and this will bring the wage rate from \$18.58 to \$18.78.

Wages increases shall be in accordance with the following:

January 1, 2019	2.75%
January 1, 2020	2.75%
January 1, 2021	2.75%
January 1, 2022	2.75%

The following tables represent the wage increases and adjustment submitted above. If there are any inaccuracies in these tables, the percentages and adjustment outlined above will govern.

WORKS & SEWERAGE DEPARTMENT

	Jan. 1, 2019	Jan. 1, 2020	Jan. 1, 2021	Jan. 1, 2022
FULL - TIME ANNUAL	2.75%	2.75%	2.75%	2.75%
Utility Worker	57,826	59,416	61,050	62,729
Skilled Labourer	50,201	51,581	53,000	54,457
Labourer	41,262	42,397	43,563	44,761

	Jan. 1, 2019	Jan. 1, 2019	Jan. 1, 2020	Jan. 1, 2021	Jan. 1, 2022
SEASONAL - HOURLY	\$0.20 Adj.	2.75%	2.75%	2.75%	2.75%
Seasonal	18.78	19.30	19.83	20.37	20.93

LETTER OF AGREEMENT

Re: Domestic Violence


The parties agree to the following:

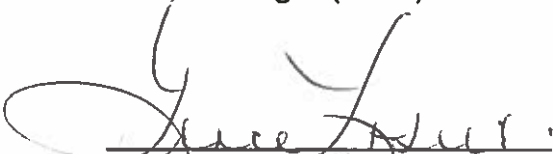
DOMESTIC VIOLENCE

- 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 5 days of leave under this article, any future requests will be at the discretion of the employer.
- b) 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.

SIGNED this 29th day of January 2019.

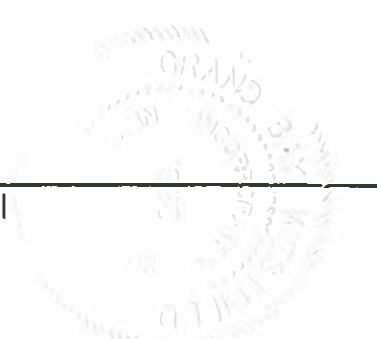

Sandra Gautreau
Town Manager (Clerk)


Peter Jones
President Local 2404


Grace Losier
Mayor


Mike Meahan
CUPE Servicing Representative

Seal



LETTER OF AGREEMENT

Re: Violence in the Workplace


The parties agree to the following:

The Employer and Union will work to address any issues of violence in the workplace. Matters arising from this will be discussed at both Labour Management and Health & Safety meetings.

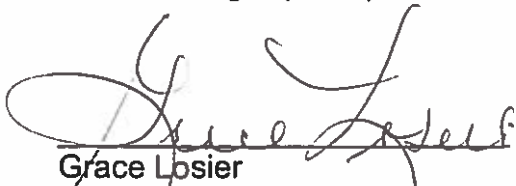
SIGNED this 29th day of January 2019.



Sandra Gautreau
Town Manager (Clerk)



Peter Jones
President Local 2404



Grace Losier
Mayor



Mike Meahan
CUPE Servicing Representative

Seal

