

**COLLECTIVE AGREEMENT**

**between**

**VILLAGE OF McADAM**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 770-01**

**VILLAGE OF McADAM EMPLOYEES**

**January 1, 2018 - December 31, 2020**

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THIS AGREEMENT made this 30 day of April, 2018.

**BETWEEN:** THE VILLAGE OF MCADAM, N.B., hereinafter called the "Employer", Party of the First Part;

**AND:** THE EMPLOYEES OF THE VILLAGE OF MCADAM, LOCAL 770-01 CANADIAN UNION OF PUBLIC EMPLOYEES, hereinafter called the "Union", Party of the Second Part.

**ARTICLE 1 - PREAMBLE**

1.01 It is the intention and purpose of the parties of this Agreement to set forth certain terms and conditions of employment affecting the employees covered by this Agreement and to promote the efficiency of the Village's operations and services.

**ARTICLE 2 - MANAGEMENT'S RIGHTS**

2.01 The Union recognizes that it is the function of Management to direct the operations and work forces of the Company, subject to the limitations of this Agreement.

2.02 Without limiting the generality of the foregoing Section 2.01, the following rights are included:

- (a) To determine the products, schedules of production, methods, sequence and location of operations.
- (b) To determine the numbers and jobs of employees required at any place from time to time for any all operations.
- (c) To maintain order, discipline and efficiency.
- (d) To make, alter and amend reasonable rules of conduct and procedure for all employees.
- (e) To be the judge of the qualifications of the employees, which judgement shall not be arbitrarily applied.
- (f) To discharge, suspend, discipline or demote employees for just and reasonable cause and also to hire, transfer, promote and to assign employees to shifts.

### **ARTICLE 3 - NO DISCRIMINATION**

3.01 The Employer and the Union agree that there will be no discrimination against any employee because of race, colour, national origin, religion, sex, age, **sexual orientation** or lawful union activity. It is agreed that the 65-year age retirement for employees is not considered age discrimination.

### **ARTICLE 4 - RECOGNITION AND NEGOTIATIONS**

4.01 Bargaining Unit - The Employer recognizes the Canadian Union of Public Employees and its Local 770-01 as the sole and exclusive bargaining agent for all its employees by Certification Order I.R.B. 1-20-83.

### **ARTICLE 5 - DEFINITIONS**

5.01 "Union" shall mean the Canadian Union of Public Employees, Local 770-01, which is the certified bargaining agent of the Unit.

5.02 "Employer" shall mean the Village of McAdam and shall include its representatives.

5.03 "Party or Parties" means the Employer or the Union and when used plurally shall mean the Employer and the Union.

5.04 (a) Probationary employees shall mean a newly hired employee of the Village of McAdam who has completed sixty (60) consecutive working days from day of hiring.

(b) Probationary employees shall be covered by this Collective Agreement with the exception of the right to recourse to the grievance procedure for dismissal during the probationary period.

5.05 "Probationary Period" shall be that period of sixty (60) consecutive working days worked from the day of hiring.

5.06 "Employee" means a person employed by the Employer to do work normally performed by members of the bargaining unit and who are covered by this Collective Agreement.

5.07 "Grant Workers" or "Students" are persons hired under an employment strategy for a temporary period of time and shall not be covered by this Collective Agreement.

### **ARTICLE 6 - UNION SECURITY**

6.01 All future employees of the Employer shall as a condition of employment, become members of the Union after sixty (60) consecutive working days of employment with the Employer.

- 6.02 **New Employees** - The Employer agrees to acquaint new employees, through the office of the **Chief Administrative Officer**, with the fact that a union agreement is in effect, and the conditions of employment set out in the articles dealing with Union Security and Dues and Check-Off.

#### **ARTICLE 7 - CHECK-OFF OF UNION DUES**

- 7.01 **Check-Off** - The Employer shall deduct and forward to the Treasurer of the Union the monthly dues for all employees covered by this Agreement, accompanied by a list of names, **including addresses and phone numbers**, of the employees from whose wages the deductions have been made.
- 7.02 **Deductions** - The Employer agrees to make such deductions from the first pay of each month and forward same to the Treasurer of the Union not later than the twenty-fifth (25th) day of the same month, together with a list of all employees from whose wages the deductions have been made.
- 7.03 **Amount** - The Local will notify the Employer in writing of the exact amount of dues to be deducted.
- 7.04 **T-4's** - At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of the union dues paid by each union member in the previous year.

#### **ARTICLE 8 - CORRESPONDENCE**

- 8.01 All correspondence arising out of this Agreement or incidental thereto shall pass to and from the Employer and the Secretary-Treasurer of the Union.
- 8.02 The address for service for the Employer shall be:

VILLAGE OF MCADAM  
146 Saunders Road  
McAdam, N.B. E6J 1L2

- 8.03 The address for service for the Union shall be:

SECRETARY-TREASURER  
CUPE Local 770-01  
146 Saunders Road  
McAdam, N.B. E6J 1L2

#### **ARTICLE 9 - LABOUR/MANAGEMENT COMMITTEE**

- 9.01 **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. The members of this committee shall appoint a chairperson to alternate annually between the Union and the Employer.

9.02 Meetings - A meeting shall be requested by either party and shall be held within ten (10) days of the request at a time and place mutually agreed upon. The request shall be made in writing by either party through the **Chief Administrative Officer**.

9.03 Functions - The Committee may consider matters of mutual concern pertaining to this Agreement.

#### **ARTICLE 10 - UNION/EMPLOYER RESPONSIBILITIES**

10.01 Union - The Union agrees that there shall be no strikes, work slowdowns or work stoppages during the term of this Agreement.

10.02 Employer - The Employer agrees that there shall be no lock-out of employees during the terms of this Agreement providing compliance on behalf of the Union with Article 10.01.

#### **ARTICLE 11 - REPRESENTATIVE OF THE CANADIAN UNION OF PUBLIC EMPLOYEES**

11.01 The Union shall have the right to have the assistance of a representative of CUPE when dealing with the Employer. Such representative shall have access to the Employer's premises provided that the Employer has previously given the representative permission to the Employer's premises in order to investigate and assist in the settlement of a grievance.

11.02 Settlement through Discussion - The Parties agree that when an employee has a complaint or grievance, he will be encouraged to discuss the matter within a reasonable time but at a later date with the **Chief Administrative Officer** and the immediate supervisor.

#### **ARTICLE 12 - GRIEVANCE PROCEDURE**

12.01 When an employee alleges that the Employer has violated any provision of this Agreement and where the employee has the consent of the Union respecting any grievance relating to the interpretation or application of this Agreement, the following procedure shall apply:

STEP ONE: Within ten (10) working days after the alleged grievance has risen, the employee may present his grievance in writing to the person designated in the grievance procedure, namely the **Chief Administrative Officer** with copy to Committee Chairperson.

The **Chief Administrative Officer** shall reply in writing within ten (10) working days from the date that the grievance was presented.

Should the employee not receive a reply or satisfactory settlement within ten (10) working days from the date he presented his grievance to the **Chief Administrative Officer**, the

Union may refer his grievance to arbitration within twenty (20) working days of the date which he should have received a reply from the **Chief Administrative Officer**.

- 12.02 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 has not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened.
- 12.03 Any grievance arising directly between the Employer and the Union shall be initiated at the final step of the grievance procedure.
- 12.04 Time limits specified in this Article may be extended by agreement between the parties in writing.

### **ARTICLE 13 - ARBITRATION**

- 13.01 When either party requests that a grievance be submitted to arbitration, the procedure followed shall be the procedure established by the New Brunswick *Industrial Relations Act*.
- 13.02 Each party shall pay the fees and expenses of the arbitrator they appoint and shall share equally in the fees and expenses of the Chairperson.

### **ARTICLE 14 - DISCIPLINE**

- 14.01 Discipline for just cause includes:
- (a) written reprimand
  - (b) demotion resulting from disciplinary action
  - (c) suspension
  - (d) discharge
- 14.02 An employee may not be disciplined except for just cause. Such employee and the Union shall be notified in writing by the Employer giving the reasons for such disciplinary action within five (5) working days of the incident.
- 14.03 Warnings - Whenever an employer deems it necessary to reprimand an employee in a manner indicating that dismissal may follow any repetition of the act complained of or if such employee fails to bring his work up to a required standard by the given date, the Employer shall within five (5) working days thereafter give written particulars of such reprimand to the Secretary-Treasurer of the Union, with a copy to the employee involved.
- 14.04 Unjust Suspension or Discharge - Where it is determined by the Employer or an Arbitration Board an employee has been disciplined by suspension without pay or been discharged in violation of Article 14.01, the employee shall be immediately reinstated to his former position without loss of seniority or any other benefit which would have accrued to him

under the collective agreement 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 Arbitration Board if the matter is referred to such a Board.

- 14.05 Employee File - An employee covered by this Agreement shall have the right to review his personal file.
- 14.06 A record of disciplinary action shall be removed from the file of an employee after the expiry of a period of eighteen (18) months.
- 14.07 A suspension shall be for a specified period of time not exceeding five (5) consecutive working days, however, this clause shall apply separately to each incident and cannot be applied concurrently with one or more separate incidents.

#### **ARTICLE 15 - SENIORITY**

- 15.01 "Seniority" for the purpose of this Agreement is defined as the total number of accumulated days the employee has completed from his date of hire, as a probationary employee.
- 15.02 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.
  - (4) He has been laid off and has not been recalled to work within two (2) years of the date of layoff.

#### **ARTICLE 16 - HOURS OF WORK**

- 16.01 (a) The normal hours for all employees covered by this Agreement shall be forty (40) hours per week, Monday to Friday from 8 a.m. to 4 p.m. daily.
- (b) All employees covered by this Agreement shall be entitled to a one 20 minute paid lunch break or equivalent time off as agreed to by both parties.



(c) An employee shall be permitted a rest period of 15 consecutive minutes in the first half of the scheduled work period or equivalent time off as agreed to by both parties.

(d) An employee required to work overtime shall be permitted a rest period of 15 consecutive minutes following every two and one-half (2 1/2) hours of overtime worked.

16.02 Employees who are required to work shifts whose hours of work fall outside the present regular hours of 8 a.m. to 4 p.m. daily Monday to Friday shall be entitled to a shift differential of eighty-five cents (85¢) per hour for the hours worked outside these working hours of 8 a.m. to 4 p.m.

Shift differential would not be applicable to any overtime hours paid in accordance with Article 17 – Overtime.

### **ARTICLE 17 - OVERTIME**

17.01 (a) All time worked outside or in excess of the normal work day hours or the work week, or on a holiday, shall be considered overtime. Overtime shall be paid at the rate of one and one-half (1½) times the regular rate of pay.

(b) It is agreed between the parties that employees cannot accumulate any more than sixty (60) hours of compensating time off equivalent to 40 overtime hours. Any further overtime worked once the cap has been reached shall not accumulate in the bank. Overtime hours in excess of 60 shall be paid out in the next month. Once the banked time has fallen below the maximum it may be topped up to (60) hours again.

17.02 Employees required to supervise the Sewage Treatment Plant and the Pumping station and monitor well water flow systems on weekends or holidays shall receive the minimum of one and one-half (1 1/2) hours at the operator's rate with only one visit per day required.

17.03 An employee who is called in and required to work outside his regular working hours shall be paid for a minimum of two (2) hours at overtime rates whenever there is a break between the employee's regular scheduled hours and the work the employee is called in to do. The employee shall be paid from the time he arrives at work until the time the work is temporarily completed or until the employees are sent home by the manager, foreman or acting foreman.

17.04 Sharing of Overtime - The Employer shall keep a record of all overtime worked by each full-time employee in the bargaining unit. Every effort will be made to see that overtime is shared equally amongst the employees. Lead Hand overtime will not be equal with the other employees. Such records will be reviewed every three (3) months and a copy of such review shall be made available to all employees. Should the review show that employees are not relatively equal in their amount of overtime, then overtime worked in the following three (3) months will be offered to employees with the least overtime exempting Lead Hand, until uniformity is reached **within a reasonable effort**.

17.05 Standby Pay

- (a) Pay for employees who are required by the Employer to remain on call or standby shall be paid \$75.00 per weekend, Friday at 4 p.m. until Monday at 8 a.m.
- (b) Any employee, on standby or on call, called back to work outside his regular hours shall be paid at the overtime rate for all hours worked with a minimum of two (2) hours as provided for in Article 17.03. The provisions of this article shall apply to the members of the union on a rotational basis during the summer period. The summer period shall be from Victoria Day to Labour Day. The scheduled person will receive \$75.00 standby allowance. Standby allowance and the provisions of Article 17.02 may continue to be mutually shared by all employees.

**ARTICLE 18 - LAYOFF AND RECALL PROCEDURE**

- 18.01 Layoff and Recall Procedure - In the event of a layoff, employees with the required qualifications and ability shall be the last to be laid off. Employees shall be recalled in order of seniority. Upon notice of recall, by registered mail, the recalled employee shall return to work within two (2) calendar days of the notice of recall.
- 18.02 The Employer shall notify the employees on the seniority list who are to be laid off ten (10) working days before the layoff is to be effective. The provisions of this article shall not apply to employees recalled to work for less than ten (10) working days.
- 18.03 If an employee who has been laid off has not been recalled to work within twenty-four (24) months of the date of layoff, he shall cease to be an employee of the Village.

**ARTICLE 19 - VACANCIES, PROMOTIONS AND STAFF CHANGES**

- 19.01 Job Postings - When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post notice on all bulletin boards for a minimum of one (1) week in order that members will know about the position and be able to make written application.
- 19.02 Information on Postings - Such notice shall contain the following information:

- Classification
- Qualification
- Required Knowledge and Education
- Wage or Salary Rate

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

- 19.03 Probationary Promotion for Current Employees - The selected applicant shall be placed on a trial period of ninety (90) consecutive working days. In the event the applicant proves unsatisfactory or he finds he is unable to perform the duties in the new classification at any

time during the aforementioned trial period, he shall be returned to his former position without loss of seniority and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority. If the applicant is successful, he will be paid at the rate of classification. The Employer retains the right to lessen the trial period of any applicant if successful.

- 19.04 If the selected applicant from within the bargaining unit is proved to be unsatisfactory after the trial period, the Village may fill the job vacancy or new position from outside the bargaining unit.
- 19.05 No Outside Advertising - In the case of existing positions or a new position being created within the bargaining unit, no advertising for additional employees shall be made until after such posting has been completed.
- 19.06 Promotions shall be determined by seniority, qualifications and ability, with ability being the deciding factor.

## **ARTICLE 20 – VACATIONS**

- 20.01 Employees employed by the Employer following the signing of this Agreement shall receive an annual vacation with pay as follows:
- Less than 1 year - in accordance with the New Brunswick *Employment Standards Act*.  
1 – 10 years - 3 weeks  
10-20 years - 4 weeks  
After 20 years - 5 weeks
- 20.02 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 payment of salary or wages in lieu of such vacation.
- 20.03 Preference in Vacation - Vacations shall be arranged between the employees and Employer on or before the 31st day of March of each year. Preference in choice of vacation dates shall be determined by seniority subject to operational requirements of the Village. 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 **Chief Administrative Officer** to request a carry-over of vacation days from one year to the next.
- 20.04 The calculation of annual vacation shall be made on a calendar year, January 1 - December 31.
- 20.05 Vacation Schedule - Vacation schedules shall be posted by May 31st of each year and shall only be changed if operational requirements dictate, as determined by the Employer or by mutual agreement of the two (2) parties.
- 20.06 In calculating vacation credits, overtime hours are not applicable.

20.07 An employee who becomes sick or suffers an injury while on vacation shall notify the Employer and advise the Employer of his sickness or injury at which time the employee will be considered on sick leave under Article 22 – Leave of Absence, and such employee shall suffer no loss of unused vacation credits; however, should the employee's sickness or injury be for a greater period of three (3) consecutive working days, a doctor's certificate shall be provided by the employee.

## **ARTICLE 21 - HOLIDAYS**

21.01 List of Holidays - The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
New Brunswick Day	Family Day

One (1) Floating Holiday per year with pay with at least five (5) working days of notice to the manager for a mutually agreed upon day to be taken off for permanent employees only and any other day proclaimed as a holiday by the Federal or Provincial Government.

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

22.01 Union Conventions - Leave of absence without pay may be granted upon request to the Employer to one employee elected or appointed to represent the Union at union conventions to a maximum of five (5) days per annum.

22.02 Maternity Leave - Maternity leave shall be granted without pay and without loss of seniority for pregnancy to an employee as follows:

(a) Not later than the twentieth (20th) week of her pregnancy, a pregnant employee will inform the Employer of the anticipated delivery date.

(b) At the employee's request, maternity leave shall commence six (6) weeks before the anticipated delivery date.

(c) Where an employee submits a medical certificate to the Employer stating that her health so requires, maternity leave shall commence earlier than six (6) weeks before the anticipated delivery date.

(d) The Employer may direct an employee who is pregnant to proceed on maternity leave at any time, where in his opinion, the interest of the Village so requires.

(e) Maternity leave shall terminate not less than six (6) weeks following delivery. Upon production of a medical certificate that she cannot commence her duties, leave shall be extended to a maximum of three (3) months following delivery. An employee returning to work from maternity leave shall be reinstated to her previously held position.

22.03 (a) An employee shall be granted bereavement leave in the event of the death of the employee's mother, father, spouse, child, brother, sister, parent-in-law, without loss of pay for five (5) consecutive working days.

(b) An employee shall be granted bereavement leave in the event of the death of the employee's grandmother, grandfather, sister-in-law, and brother-in-law, without loss of pay for three (3) consecutive working days.

(c) An employee may request bereavement leave in the event of a death of a relative not covered in 22.03 (a) or (b) which will be at the discretion of the Employer.

22.04 Sick Leave - All employees in the bargaining unit shall receive one and one quarter (1 1/4) sick days for every calendar month worked to a maximum of fifteen (15) days per year. Such leave can be accumulated to a maximum of two hundred and forty (240) days. An employee may take up to seven (7) sick days per year without a written doctor's certificate but for sick leave beyond seven (7) days a year, a written doctor's certificate is required by the Employer. An employee may take accumulated sick leave in connection with his/her retirement as long as the employee has a written medical certificate from a doctor of the Employer's choice specializing in that particular field.

22.05 All employees will be notified in writing by the Employer of the amount of sick leave accrued to his credit on a yearly basis.

22.06 It is agreed that upon retirement an employee will be paid for the number of unused sick leave credits to a maximum of thirty-five (35) days of unused sick leave credits. **If an employee has less than one hundred (100) days of unused sick leave credits, then the pay-out shall be prorated based on one (1) day of pay for each seven (7) days of unused sick leave.**

22.07 Jury Duty or Witness Leave – The Employer shall grant a leave of absence without pay from work to an employee who:

(a) is required to serve on a jury; or

(b) is subpoenaed as a witness before a court of justice, a coroner's inquest or a court of inquiry.

#### 22.08 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 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.

d) Protection from Discipline – the Employer agrees that no adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing domestic violence.

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

23.01 Vacation Pay - Employees may, upon giving five (5) days notice, receive on the last office day preceding commencement of their annual vacation, any cheques which may fall during the period of their vacation.

23.02 Pay During Temporary Transfers - Employees temporarily assigned to positions of higher classification for a period exceeding one and one-half (1½) days in a higher wage rate position shall be paid at the higher rate retroactive to the first day worked.

23.03 Pay Days - All employees are to be paid on Friday of each week.

23.04 Changes in Classification - The rate of pay for any new classification covered in 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 not able to agree as to the rate of pay of the job in question, then wage rates only shall be submitted to final and binding arbitration. The new rate shall become retroactive to the time a position was first filled by an employee.

23.05 When an employee is required to use their personal cell phone for work related functions, his/her cost shall be compensated at a rate of \$50.00 per month.

23.06 An employee required at any time to travel away from the community on training or other business of the Employer at their request shall be entitled to receive a meal allowance.

Meal allowances shall be at the Provincial Rate established at the given time, e.g.:

Breakfast:	<u>\$ 13.00</u>
Lunch:	<u>\$ 15.00</u>
Supper:	<u>\$ 22.00</u>

#### **ARTICLE 24 - PENSION**

24.01 Pension - As per Municipal Pension Plan now in existence.

24.02 All employees belonging to the Municipal Pension Plan shall be given a copy of such plan and shall be informed in writing of any changes to such plan.

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

25.01 Co-operation on Safety - The Employer and the employees shall observe all reasonable precautions and provide or use all safety devices or appliances that are required to provide for safe working conditions and ample protection of all employees. All employees shall co-operate with the Employer in the prevention of accidents.

25.02 (a) The Employer shall provide all permanent employees working in an unsanitary or potentially hazardous jobs all the necessary tools, protective equipment, rubber boots, gloves, three (3) shirts, three (3) pairs of pants, and two (2) pairs of coveralls per year or the employee may ask the employer to allow the employee the option to be provided with winter gear of equal value to that of the clothing listed. At the termination of employment by any employee all protective equipment etc., will be turned in before departure on the last day of employment. Casual employees will be provided with one pair - one piece - coverall, while working in raw sewage.

(b) All employees shall receive two hundred dollars (\$200) **boot allowance** payable on or before May 30th of each year for that calendar year. Any employee absent from work for an extended period will be paid proportionately for the number of months worked towards this clothing allowance.

(c) The Village of McAdam will be responsible to provide a washing machine and soap in order for soiled work clothes to be washed during regular working hours for all employees working in unsanitary or potentially hazardous jobs.

25.03 The parties agree that the provisions of the *Occupational Health and Safety Act* apply to this bargaining unit.

- 25.04 The parties also agree that the provisions of the *Occupational Health and Safety Act*, Regulation 91-191 consolidated to December 3, 1991 applies to this bargaining unit.
- 25.05 The Union agrees that it will direct its members to use the protective devices and other equipment provided by the employer for the protection of employees from injury.
- 25.06 The Union agrees that it will encourage its members to promptly report conditions which might be dangerous to employees and the public and to do all in their power to make the employer's property and equipment safe, sanitary, and dependable.

#### **ARTICLE 26 - INJURED ON DUTY**

- 26.01 All persons in the bargaining unit shall be covered by the provisions of the *Workers' Compensation Act* of the Province of New Brunswick.
- 26.02 The absence of an employee who is receiving compensation benefits under the *Workers' Compensation Act* shall not be charged against the person's sick leave credits or vacation credits.
- 26.03 When an employee is receiving compensation benefits under the *Workers' Compensation Act*, the Employer agrees to maintain the employee's benefit plans, including his/her pension plan, but excluding the Long-Term Disability Plan. On maintaining such plans, the Employer agrees to pay 100% of the premiums for a period of sixteen (16) weeks, and to cost-share on a 50/50 basis for an additional sixteen (16) weeks. The Employer agrees to consider any request to extend the period of cost-sharing of the premiums at its discretion.

#### **ARTICLE 27 - RETIREMENT ALLOWANCE**

- 27.01 When an employee having continuous service of five (5) years or more retires due to disability, death, age, or is laid off for more than two (2) years by the Employer, the Employer shall pay to such employee or his beneficiary a retirement allowance equal to one (1) month's pay for each five (5) years of service or a fraction thereof, but not exceeding six (6) months, at the employee's regular rate of pay on retirement or layoff.
- 27.02 At the option of the employee, the retirement allowance may be taken either in the form of retirement leave or through a lump sum payment upon retirement.

#### **ARTICLE 28 - RETROACTIVITY**

- 28.01 All wage increases, and other benefits shall be retroactive to **January 1, 2018**.



## **ARTICLE 29 - TERM OF AGREEMENT**

29.01 This Agreement shall come into force on **January 1, 2018** and shall expire in **December 31, 2020**, 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 renewal or revision of this Agreement or the making of a new Agreement shall continue in full force and effect until:

- (1) renewal or revision of this Agreement or a new agreement is signed; or
- (2) lawful strike or lockout occurs in accordance with the provisions of the *Industrial Relations Act*, whichever occurs first.

## **ARTICLE 30 - EXTENDED BENEFITS**

30.01 The Employer agrees to pay 50% of the premium cost of a one (1) times salary Group Life Insurance Policy for all employees of the bargaining unit complete with dependent life coverage.

30.02 The Employer agrees to pay 50% of the premium cost of a one (1) times salary Accidental Death and Dismemberment Group Insurance Policy.

30.03 The Employer agrees to pay eighty percent (80%) of the premium cost of a Group Medical Health Plan.

30.04 The Employer agrees to pay 65% of the premium cost of a Group Dental Plan.

30.05 The Employer agrees to pay 0% of the premium cost of a Long-Term Income Replacement Plan.

30.06 The parties agree during the life of this Agreement to review all Extended Benefits covered in Article 30, for the purpose of improving upon their coverage and determining whether the parties are receiving proper coverage based on the cost of the plans.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers.

SIGNED, SEALED AND DELIVERED in the presence of:

THE VILLAGE OF MCADAM, N.B.

  
MAYOR

  
COUNSELLOR *Village Clerk*

  
WITNESS

\_\_\_\_\_  
COUNSELLOR

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 770-01

  
PRESIDENT

  
SECRETARY

  
NEGOTIATOR

  
WITNESS

**APPENDIX "A"**

**WAGE RATES**

<b><u>CLASSIFICATIONS</u></b>	<b><u>January 1, 2017</u></b>	<b><u>January 1, 2018</u></b>	<b><u>January 1, 2019</u></b>	<b><u>January 1, 2021</u></b>
Probationary Labourer	14.80	<b><u>15.05</u></b>	<b><u>15.35</u></b>	<b><u>15.70</u></b>
Labourer	16.83	<b><u>17.08</u></b>	<b><u>17.38</u></b>	<b><u>17.73</u></b>
Probationary Operator	16.55	<b><u>16.80</u></b>	<b><u>17.10</u></b>	<b><u>17.45</u></b>
Operator	20.65	<b><u>20.90</u></b>	<b><u>21.20</u></b>	<b><u>21.55</u></b>
Lead Hand	22.15	<b><u>22.40</u></b>	<b><u>22.70</u></b>	<b><u>23.05</u></b>

**Note:**

The parties agree that all increased benefits are retroactive to January 1, 2018.

**Duties of Lead Hand**

Crew leader, first responder to all emergency works department related except Water and Sewer Alarm Systems. Responsible to call help out to work as need be, i.e., sewer problems, snow plowing, water, etc. Oversee works department time on jobs, overtime hours and call-ins. The Lead Hand position will carry a pager. The Lead Hand will be responsible to report parts and supply shortages to the **Chief Administrative Officer**. Responsible to make sure all proper maintenance and service is being done to all village equipment. The basic telephone charge will be paid to the Lead Hand by the Village of McAdam on a quarterly basis. The Lead Hand will report to and take directions from the Community Operations Officer. A vehicle will also be supplied to the Lead Hand.

The Lead Hand rate will be \$1.50 over the rate of an Operator.

**All new employees will be given twenty-four months to receive Level 1 WWTP1 and WD2 and four years to receive Level 2.**

## Memorandum of Agreement

The parties agree to the following:

The employer will consider the addition of a temporary employee to replace a permanent employee that may be off for an extended period of time. This employee would not have permanent status and would be terminated upon the return of the permanent employee. This employee would receive the full rate of pay of the position being replaced, not the probationary rate as per Appendix "A".

Signed the ~~15~~<sup>30<sup>th</sup></sup> day of April 2018. *13*

THE VILLAGE OF MCADAM, N.B.



MAYOR

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 770-01



PRESIDENT

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**CUPE LOCAL 770.01 OUTSIDE EMPLOYEES**  
**AND**  
**VILLAGE OF MCADAM**

It has been agreed between the parties that all employees required to work overtime as per Article 17 of the current Collective Agreement shall continue to have the right to be paid the rate of one and one half (1½) times the regular rate as described in Article 17.01 (a) or they may also choose, by mutual agreement, to have time off equal to the one and one half (1½) times the hours worked. If mutual agreement cannot be reached the employee shall receive pay at the overtime rate.

Signed the <sup>25th</sup> day of April 2018. *MS*

THE VILLAGE OF MCADAM, N.B.

  
\_\_\_\_\_  
MAYOR

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 770-01

  
\_\_\_\_\_  
PRESIDENT