

COLLECTIVE AGREEMENT

BETWEEN

TOWN OF NACKAWIC

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL UNION NO. 3620

March 1, 2016 to February 28, 2021

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THIS AGREEMENT made this 3rd day of January, 2017.

BETWEEN: THE TOWN OF NACKAWIC, N.B., hereinafter called the "Employer",
Party of the First Part;

AND: THE EMPLOYEES OF THE TOWN OF NACKAWIC, LOCAL 3620
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 relating to pay, hours of work, and other related terms and conditions of employment covered by this Agreement.

ARTICLE 2 - DEFINITIONS

- 2.01 "Union" shall mean CUPE Local 3620 as outlined by the Industrial Relations Board Certification Order No. IRB-1-7-92.

- 2.02 "Employer" shall mean the Town of Nackawic.

- 2.03 "Employee"

- (a) "Student" – is an employee who is registered in a secondary or post secondary educational institution or was so registered during the preceding academic year and intends to return to an institution in the next academic year. Said students hired by the Town shall not be covered by any of the provisions of the collective agreement.
- (b) "Casual Employee" - is an employee who is employed from time to time for temporary periods and who will be covered by the following articles of the collective agreement:

Article 4 - Discrimination

Article 6 - Union Security

Article 10 - Grievance Procedure

Article 11 - Arbitration

Article 12 - Discipline

Article 27 - Terms and Conditions

Casual employees who work more than forty (40) hours in a pay period shall be

paid at one and one-half (1 1/2) times the employees' normal rate of pay.

Casual employees will be paid (80%) eighty percent of the Schedule "A" rate of the labourer rate.

A casual labourer may be worked to a maximum of thirty (30) hours per pay period before the employer is required to call a full-time employee for overtime.

- (c) "Grant Employee" - persons employed under a grant program shall not be covered by any of the provisions of the collective agreement.

- 2.04 "Emergency" - is something which the Employer was unaware of twelve (12) hours previous to its occurrence.

ARTICLE 3 – MANAGEMENT'S RIGHTS

- 3.01 The Union recognizes that it is the function of Management to direct the operations and work forces of the Town of Nackawic, subject only to specific limitations of this Collective Agreement.

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.

ARTICLE 4 - DISCRIMINATION

- 4.01 The parties agree that there shall be no discrimination or harassment exercised against either party by the other that is contrary to the New Brunswick Human Rights Act.

ARTICLE 5 - LABOUR MANAGEMENT RELATIONS

- 5.01 The parties agree that a Labour-Management & Joint Health and Safety Committee will be established to exchange ideas and information on matters of mutual interest and concern. Matters dealing specifically with the parties herein can be dealt with by the agreement of the parties. **The employer recognizes the benefits of having these meetings during regular working hours. Meetings will be scheduled quarterly with a minimum of three per year.**

ARTICLE 6 - UNION SECURITY

6.01 Check Off

- (a) The Employer is to deduct 1.5% from the regular wages of each employee. Such deductions shall be forwarded in one monthly cheque to the Canadian Union of Public Employees National Office, along with the completed direct remittance form supplied to the Employer by the CUPE Representative not later than seven calendar days after the last dues are deducted for the month. (The cheque shall be accompanied by a list of the names, addresses, and classifications of employees from whose wages the deductions have been made. This list shall indicate promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths, and other terminations of employment. This list shall also indicate the status of employees by showing whether an employee is permanent, part-time, probationary, temporary or has any other employment status.)
- (b) The Union shall indemnify and save the Employer harmless against any liability that may arise out of or by reason of the employees' compliance with this article.
- (c) The Employer will include union dues deductions on T4 slips for income tax purposes.

6.02 Representative of the Union

The Union and its members shall have the right to have the assistance of a representative of the Union when dealing or negotiating with the Employer. This will also include any meetings between an employee and the Employer regarding discipline.

ARTICLE 7 - NEW EMPLOYEES TO BE ACQUAINTED WITH UNION

- 7.01 On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her union steward or representative. The Steward or Representative will provide him/her with a copy of the Collective Agreement.

ARTICLE 8 - CORRESPONDENCE

- 8.01 The address for the Employer shall be:

Chief Administrative Officer, Town of Nackawic

115 Otis Drive
Nackawic, N.B. E6G 2P1

8.02 The address for the Union shall be:

Recording Secretary, CUPE Local 3620
P.O. Box 1171
Nackawic, N.B. E6G 2N1

Or as submitted by the Union from time to time.

ARTICLE 9 - UNION/EMPLOYER RESPONSIBILITIES

- 9.01 Union - The Union agrees that there shall be no strikes, work slowdowns or work stoppages during the term of this Agreement.
- 9.02 Employer - The Employer agrees that there shall be no lock-out of employees during the term of this Agreement.

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 regulation, direction, or other instrument made or issued by the Employer affecting the terms and conditions of the employment as set forth in this agreement, 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 the interpretation or application of this Agreement, the following procedure shall apply:

Step One

Within five (5) working days after the alleged grievance has arisen the employee may present his grievance in writing to the Department Head. If the employee does not receive a reply or satisfactory settlement within five (5) working days from the date on which he presented his grievance at this level, he may proceed to Step Two.

Step Two

Within five (5) working days from the expiration date referred to in Step One, the employee may present his grievance in writing to the **Labour Relations Committee**. If the employee does not receive a satisfactory settlement of his grievance within five (5)

working days of presenting his grievance at this level, he may proceed to Step Three.

Step Three

Within five (5) working days from the expiration date referred to in Step Two, the employee may present his grievance in writing to the Town Council. If the employee does not receive a satisfactory settlement of his grievance within ten (10) working days of presenting his grievance at this level he may refer the grievance to arbitration as provided for in Article No. 11 within ten (10) working days from the date on which he should have received a reply or satisfactory settlement of the grievance.

- 10.02 The Employer or the Union shall have the right to file a general policy grievance which shall be filed at Step Three of the grievance procedure within ten (10) working days.
- 10.03 Any extension to the time limits herein can only result if both parties mutually agree thereto.

ARTICLE 11 – ARBITRATION

- 11.01 The provisions of the Industrial Relations Act governing the arbitration of grievance shall apply to grievances lodged under the terms of this Agreement.
- 11.02 In any case, including cases arising out of any form of discipline or the loss of any remunerations, benefits, or privileges set forth herein, the Board of Arbitration 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, and may give retroactive effect to its decision.
- 11.03 The parties to this Agreement may by mutual consent agree to a one member Board of Arbitration, which shall have the full powers as outlined in Article 11.02.

ARTICLE 12 - DISCIPLINE

- 12.01 Discipline for just cause includes:
 - (a) written reprimand
 - (b) demotion resulting from disciplinary action
 - (c) suspension
 - (d) discharge
- 12.02 An employee may not be disciplined except for just cause. Such employee shall be

notified in writing within five (5) working days unless extenuating circumstances prevent the Employer from giving the reasons for such disciplinary action.

- 12.03 Employee File - Upon reasonable notice defined as five (5) working days an employee covered by this Agreement shall have the right to review his personal file. Employees shall have the right to make copies of any documents contained within their file.
- 12.04 A record of disciplinary action shall not be used against an employee after the expiration of a period of eighteen (18) months after disciplinary action has been taken.
- 12.05 A suspension without pay shall be for a specified period of time not exceeding ten (10) working days.

ARTICLE 13 - SENIORITY

- 13.01 Seniority Defined - Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification of the Union.
- 13.02 Seniority List - The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- 13.03 Probation for Newly Hired Employees - A newly hired employee shall be on probation for the first six (6) calendar months of his/her employment. After completion of the probationary period, seniority shall be effective from the original date of employment.
- 13.04 Loss of Seniority - An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, layoff or leave approved by the Employer.

An employee shall only lose his/her seniority in the event:

- (1) He/she is discharged for just cause and is not reinstated.
- (2) He/she quits or resigns in writing and does not return to work by the commencement of the next scheduled work day.
- (3) He/she fails to return to work within fifteen working days after receiving notice by registered mail to do so, unless through sickness or other just cause.
- (4) He/she ceased to be on the payroll of the Employer in excess of one (1) year.

ARTICLE 14 - VACANCIES, PROMOTIONS AND STAFF CHANGES

- 14.01 **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 ten (10) days in order that members will know about the position and be able to make written application.
- 14.02 **Information on Postings** - Such notice shall contain the following information:
- Classification
 - Qualifications
 - Required Knowledge and Education
 - Wage or Salary Rate and Benefits
- 14.03 **Probationary Promotion for Current Employees** - The selected applicant shall be placed on a trial period of three (3) months. 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 the classification. The Employer retains the right to lessen the trial period of any applicant. The selected applicant shall be paid his previous wage rate or 100% of the rate of the classification he may be promoted to during the trial period of three (3) months whichever is greater.
- 14.04 If the selected applicant within the bargaining unit is proven to be unsatisfactory after the trial period, the Employer may fill the job vacancy or new position from outside the bargaining unit.
- 14.05 **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.
- 14.06 **Promotion** - When evaluating promotions within the Bargaining Unit seniority shall be the deciding factor when qualifications and ability are relatively equal, otherwise qualifications and ability as assessed by the Employer will be the deciding factor in the hiring of persons.
- 14.07 No employee shall be temporarily transferred to a position inside or outside the bargaining unit without his/her consent.

ARTICLE 15 - LAYOFF AND RECALL

- 15.01 Definition of Layoff - A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this agreement.
- 15.02 Role of Seniority in Layoffs - Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order in their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority.
- 15.03 Recall Procedures - Employees shall be recalled in the order of their seniority provided they are qualified to perform the applicable duties.
- 15.04 Leave to Attend to Personnel Matters - When an employee is to be laid off, he/she shall be allowed two (2) hours off during his/her last shift in order to attend to any personnel or pay related matters not yet settled.
- 15.05 Notice of Lay-off - The Employer shall notify the employees on the seniority list who are to be laid off ten (10) working days before the lay-off is to be effective. If the laid off employee has not had the opportunity to work ten (10) full days after notice of lay-off he shall be paid in lieu of work for the part of ten (10) days during which work was not made available.
- 15.06 Grievance of Layoff and Recall - Grievance concerning layoffs and recalls shall be initiated at the second level of the grievance procedure.

ARTICLE 16 - HOURS OF WORK

16.01 Regular Hours of Work

Excepting winter shift schedules the hours of work for the Recreation Department (Arena) shall be from 7:30 a.m. to 12:00 noon and from 12:30 p.m. to 4:00 p.m., Monday through Friday.

Winter shift schedules at the arena shall include forty (40) hours per week with two (2) consecutive days off. The hours of work shall be posted at least one (1) week in advance. Posted work schedules may be amended if an emergency exists. It is understood that a shift consists of eight (8) hours.

The hours of work at the Public Works Department shall be from 7:30 a.m. to 12:00 noon and from 12:30 p.m. to 4:00 p.m., Monday through Friday.

The Employer recognizes the value of rest periods and will accommodate same whenever and wherever possible.

- 16.02 It is understood that employees may be temporarily transferred from one department to another when there is a temporary shortage of workers.

ARTICLE 17 - OVERTIME

- 17.01 All hours works in excess of the normal hours as defined in Article 16 shall constitute overtime. Overtime shall be paid at one and one-half (1 1/2) times the employee's normal rate.
- 17.02 Overtime shall be compensated by payment at one and one-half (1 1/2) times the employee's rate of pay or one and one half (1 1/2) times off at the mutual agreement of the parties. Time off shall be taken at a time mutually agreeable by the parties, otherwise the employee shall be paid for the overtime worked.
- 17.03 An employee who is called in to work after he/she has terminated his/her shift shall be paid for a minimum of three (3) hours at the overtime rate of 1 1/2 times his/her regular rate.
- 17.04 Overtime earnings may be banked from time and one half of the applicable rate to compensating time off at the straight time rate of pay. An employee may bank up to a maximum of forty (40) hours of overtime for compensating time off at the regular pay rate. A maximum of sixty (60) regular hours of paid time off banked.

Time off shall be taken at a mutually agreeable time to both parties. Accumulated compensating time off if any, may be carried forward to the next year but shall not exceed forty (40) hours. Any excess accumulation over forty (40) hours will be paid out with the last pay in December each year.

- 17.05 (a) Where an Employee is called into work two (2) hours before the start of his regularly scheduled shift or where required to work more than two (2) hours beyond his regularly scheduled shift or works extended overtime hours or on a regular day off he shall be entitled to an overtime meal allowance. The meal provided shall be paid for as per the applicable rates in Article 22.04.

(b) Where an employee is required to work an entire day for an event or a job within the community on a day not considered your regular working day and it includes all

meal periods then the employer shall pay a meal allowance for each meal time as per the applicable rates as per Article 22.04.

- 17.06 Standby Pay - the employee on standby shall be compensated three (3) hours at the overtime rate for regular water utility verifications. Four (4) hours shall apply on days that fall on a holiday listed in Article 18.01.

ARTICLE 18 - HOLIDAYS

- 18.01 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
Queen's Birthday	Christmas Day
Dominion Day	Boxing Day
New Brunswick Day	

- 18.02 Should any of these holidays fall on an employee's scheduled day of rest, the following work day shall be considered the holiday.

- 18.03 An employee who is required to work on the above holidays shall be compensated at one and one half (1 1/2) times his regular hourly rate for all hours worked in addition to that day's pay. **All hours worked on Christmas Day shall be paid at two (2) times the hourly rate of the employee required to work.**

- 18.04 Employees regularly scheduled to work on Christmas or New Years Eve, shall be allowed the last four (4) hours off work with pay.

ARTICLE 19 - VACATION

- 19.01 Employees covered by this Agreement shall earn an annual vacation with pay in accordance with the following:

- (a) 0 to two (2) years service, 5/6 working days for each calendar month, constituting ten (10) working days;
- (b) more than two (2) years but less than seven (7) years service, 1 1/4 working days for each calendar month, constituting fifteen (15) working days;

- (c) more than seven (7) years but less than **sixteen (16)** years service, 1 2/3 working days for each calendar month, constituting twenty (20) working days and;
 - (d) more than **sixteen (16)** years service, 2 1/12 working days for each calendar month, constituting twenty-five (25) working days.
- 19.02 (a) Vacation shall be booked for no less than one (1) day at a time.
- (b) Vacations are to be taken during the calendar year in which the credits are earned, unless there are extenuating circumstances. Carry-overs **must be formally requested in writing and** approved in advance and prior to December 31 by the Chief Administrative Officer. **We encourage that all vacation leave be used yearly. In cases of carryover, this time must be used by June 1 of the following year. (* anyone with a current banked vacation will be grandfather but must use up the bank within two (2) years of ratification.)**
- (c) Vacation requests for five (5) or more days shall be submitted by the employee at least **ten (10)** days prior to the potentially scheduled vacation and the Employer will advise the employee if such is possible within **seven (7)** days prior to such vacation being taken.
- 19.03 In addition to an employee's regular working days, for the purpose of computing vacation entitlement, credit shall be given:
- (a) for days on which the employee is on vacation or off on Town paid sick leave;
 - (b) for days on which the employee is on leave of absence with pay granted pursuant to the terms of this Agreement;
 - (c) for days on which the employee is on sick leave pursuant to the terms of this Agreement.
 - (d) For days in which an employee is absent and receiving workers' compensation up to a period of one year.
- 19.04 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.

ARTICLE 20 - SICK LEAVE

- 20.01 (a) Employees covered by this Agreement shall earn sick leave at the rate of one and one quarter (1 1/4) days per month of active employment to a maximum of 160 days. Each day is understood to constitute eight (8) hours. Active employment signifies working a minimum of 50% of the employee's scheduled work hours within a calendar month.
- (b) Employees shall be credited with their accumulated sick leave days at the end of each year and the credits accumulated shall be shown on the seniority list issued each year.
- 20.02 The Employer shall post on the bulletin board a copy of the list of sick leave credits for the members of the bargaining unit in January of each year.
- 20.03 In the case of three (3) consecutive sick days or more the employee will submit upon returning to work, satisfactory medical evidence from a qualified medical practitioner supporting his absence should he be requested to provide the letter by the Employer.
- 20.04 It is understood by the parties that a day referred to in this article consists of eight (8) hours.

ARTICLE 21 - LEAVE OF ABSENCE

- 21.01 (a) Union Conventions - Leave of Absence with pay and without loss of seniority shall be granted any two (2) employees elected or appointed to represent the union to a total of eight (8) working days in any one year. The union will reimburse the Town of Nackawic for wages so paid during such leave of absence.
- (b) Leave of Absence without pay - Leave may be granted for periods up to one (1) year without pay. **Employees who wish to maintain benefit coverage during the leave period must pay the full premium in advance for each month of absence.**
- (c) Family Leave – Three days (24) hours of annual paid leave may be granted upon request to attend to personal family matters. Such leave shall **not** be deducted from the employee's accumulated sick leave credits.
- 21.02 Bereavement Leave
- (a) An employee shall be granted bereavement leave in the event of the death of the employee's mother, father, wife, husband, common-law spouse, son, daughter, brother, sister or step-child a maximum of five (5) consecutive working days

without loss of regular pay terminating no later than two (2) working days after the funeral. An employee shall be granted bereavement leave in the event of the death of the employee's mother-in-law, father-in-law, grand-child, grandparents or spouse's grandparents to a maximum of three (3) consecutive working days without loss of regular pay terminating no later than two (2) working days after the funeral.

- (b) On the day of the funeral of an employee's aunt or uncle the employee shall be granted two (2) day bereavement leave with pay provided the funeral falls on the employee's regular working day.
- (c) On the day of the funeral of an employee's co-worker the employee shall be granted up to 8 hours bereavement leave with pay provided the funeral falls on the employee's regular working day.
- (d) One day of paid leave and reasonable unpaid travelling time shall be granted to attend the funeral where an employee is designated as a pallbearer requiring travel in excess of 200 kilometres. One-half (1/2) day and reasonable unpaid travelling time shall be granted for such funerals that are less than 200 kilometres.

21.03 Paternity Leave - an employee shall be granted two (2) days paternity or adoption leave without loss of pay.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 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.

22.02 Pay Days - It is agreed that the current pay day shall remain the same during the life of this agreement in accordance with Schedule "A" attached.

22.03 Severance Pay

- (a) Upon leaving the employ of the Town, for reasons other than termination for just cause by the Employer, each employee shall receive the following severance pay for continuous service as follows:

after 1 year to 5 years (inclusive)	2 weeks
6-8 years inclusive	3 weeks
9-10 years inclusive	4 weeks
11-12 years inclusive	5 weeks

13-14 years inclusive	6 weeks
15-20 years inclusive	9 weeks
21-24 years inclusive	12 weeks
25 years inclusive and over	14 weeks

- (b) Any severance pay owing shall be paid within two weeks of leaving the employ of the Employer or at the employee's written request, the lump sum payment can be deferred to the year following his termination of employment with the Employer.

22.04 Meal and Travel Allowance

An employee covered by this agreement, designated to travel outside the municipality by the Employer shall be paid up to forty (\$40.00) dollars per day for meals broken down as: ten (\$10.00) dollars for breakfast, twelve (\$12.00) dollars for lunch and eighteen (\$18.00) dollars for supper plus the actual cost of reasonable lodging upon submission of all receipts for such expenses. The meal rates shall reflect those rates set from time to time in the Province of New Brunswick's travel policy.

Employees designated to use their personal car/truck shall be paid at the rate of forty-one (0.41) cents per kilometer.

ARTICLE 23 - PENSION AND BENEFIT PLANS

- 23.01 Benefits Program - The benefit package (life, health) in effect on the date of signing this agreement shall continue during the life of this agreement. The employee/Employer shared cost shall be twenty-five percent/seventy-five percent (25% / 75%) basis and shall be effective March 1, 2013.

Any future changes to the benefit plan shall only be made by mutual agreement of the parties.

- 23.02 Pension Program - The pension plan in effect on the date of signing of this agreement shall continue during the life of this agreement on a 50%/50%, employee/Employer cost sharing basis.

ARTICLE 24 - SAFETY AND HEALTH

- 24.01 The Union and the Employer shall co-operate in continuing and perfecting the safety measures now in effect.

- 24.02 The Employer shall maintain its equipment in accordance with Federal and Provincial

Safety Regulations.

- 24.03 The Employer agrees to provide employees of the bargaining unit with clothing as followings:

Public Works Department -

Coveralls
Gloves
Rubber Boots
Rain Suit
Snow Suit or Insulated Coveralls
1 Winter Coat

Recreation Department -

Winter Coat
Gloves
Coveralls
Rain Suit
Insulated Splash Pants

- 24.04 Clothing shall be replaced as required based on proof of wear by the employee after the approval of the Employer.

- 24.05 **Clothing Allowance** - Each employee covered by this Agreement will be granted a clothing allowance up to a maximum of two hundred and twenty-five (\$225) in January of each year.

ARTICLE 25 - JOB SECURITY

- 25.01 (a) Should a permanent employee be displaced as a result of the Employer contracting out its services, every reasonable effort shall be made by the Employer to place the employee in another position within the Employer's work force.
- (b) The Employer agrees to meet with the union four (4) months prior to an anticipated decision to reduce its staff or hours of work as a result of a decision to contract out. The purpose of the consultation is to discuss the reasons for the decision, the extent of the anticipated reduction in staff or hours of work and alternatives proposed by the union to address the issue of efficiency, cost, quality of work and other relevant factors.
- 25.02 The Employer expresses its willingness to consider reasonable alternatives proposed by the union comparable to contracting out proposals up to the time the contracting out commences.

- (a) The Employer shall draft and provide a Letter of Agreement.

ARTICLE 26 - TERMS AND CONDITIONS


26.01 This Agreement shall be binding on both parties and remain in effect from **March 1, 2016 to February 29, 2021** 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 Change in Agreement - Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement and shall be in writing between parties.

Signed sealed and delivered at Nackawic, in the County of York, Province of New Brunswick on the 3rd day of January A.D., 2017.


FOR THE EMPLOYER


RANDY WILSON
CAO Town of Nackawic


IAN KITCHEN
Mayor


KATHERINE EDWARDS
Councillor

FOR THE UNION


RAYMOND THORNTON
President CUPE Local 3620


DENNY PIKE
Secretary-Treasurer


RALPH MCBRIDE
CUPE Representative

SCHEDULE "A" - WAGES (Hourly Rates)

Probationary and Casual/Seasonal Employees shall be paid 90% of the applicable rate in schedule A.

Classification	Current	March 1, 2016	January 1, 2017	March 1, 2017	March 1, 2018	March 1, 2019	March 1, 2020
		2.0%	Adjustment UTII \$1.50	2.0%	2.0%	2.0%	2.0%
Labourer	16.07	16.39	-----	16.71	17.05	17.39	17.74
Utility I	18.57	18.94	-----	19.32	19.70	20.10	20.50
Utility II	18.75	19.12	20.62	21.03	21.45	21.88	22.32
Skilled Labourer	18.96	19.33	-----	19.72	20.12	20.52	20.93
Water/WW Water I	21.42	21.84	-----	22.28	22.73	23.18	23.64
Water/ WW Water II	21.65	22.08	-----	22.52	22.97	23.43	23.90
Supervisor	23.82	24.29	-----	24.78	25.27	25.78	26.29

A new employee in the Recreation Department shall be hired as a Labourer. Such employee shall be promoted to Utility I if he/she has at least 2 years of seniority and has successfully completed, at the request of the Town, an Arena Operations Certificate Level I. Such employee shall be further promoted to Utility II if he/she has at least 5 years of seniority and has successfully completed, at the request of the Town, an Arena Operations Certificate Level 2.

A new employee in the Public Works Department shall be hired as a Skilled Labourer. Such employee shall be promoted to Water/Wastewater I if he/she has at least 2 years of seniority and has successfully completed, at the request of the Town, either a Water Distribution or Water Treatment Certificate Level 1. Such employee shall be further promoted to Water/Wastewater II if he/she has at least 5 years of seniority and has successfully completed, at the request of the Town, either a Water Distribution or Water Treatment Certificate Level 2.

Probationary employees will be paid ninety percent (90%) of the Schedule "A" rate of their entry level classification.

Il cope*491 (December 20, 2016)