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2022/01/01

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# COLLECTIVE AGREEMENT

between

THE TOWN OF OROMOCTO



and

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL UNION NO. 996



*consisting of Department of Engineering and Public Works  
and Department of Recreation and Tourism*

Expires December 31, 2026

## TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION AND APPLICATION .....	2
ARTICLE 2 - MANAGEMENT RIGHTS.....	2
ARTICLE 3 - NO OTHER AGREEMENTS .....	3
ARTICLE 4 - DISCRIMINATION .....	3
ARTICLE 5 - DEFINITIONS .....	3
ARTICLE 6 - REPRESENTATION .....	4
ARTICLE 7 - UNION SECURITY.....	5
ARTICLE 8 – GRIEVANCE/ARBITRATION.....	5
ARTICLE 9 - LEAVE OF ABSENCE.....	7
ARTICLE 10 - SICK LEAVE.....	9
ARTICLE 11 - SENIORITY.....	10
ARTICLE 12 - EMPLOYMENT, PROMOTIONS, STAFF CHANGES, TRANSFERS .....	11
ARTICLE 13 - LAYOFF, RECALL, RETIREMENTS .....	13
ARTICLE 14 - HOURS OF WORK.....	14
ARTICLE 15 - OVERTIME .....	15
ARTICLE 16 - VACATION .....	17
ARTICLE 17 - HOLIDAYS.....	19
ARTICLE 18 - EXISTING BENEFITS.....	19
ARTICLE 19 - BULLETIN BOARDS .....	19
ARTICLE 20 - DISCIPLINE, SUSPENSION, AND DISCHARGE .....	19
ARTICLE 21 - SAFETY AND HEALTH.....	20
ARTICLE 22 - CLOTHING .....	21
ARTICLE 23 - RATE OF PAY .....	21
ARTICLE 24 - LONG SERVICE BONUS .....	23
ARTICLE 25 – PENSIONS AND BENEFITS.....	24
ARTICLE 26 – LABOUR/MANAGEMENT MEETINGS.....	24
ARTICLE 27 – HEALTH, DENTAL AND LONG-TERM DISABILITY.....	25
ARTICLE 28 – DURATION OF AGREEMENT .....	25
ANNEX “A” CLASSIFICATIONS AND WAGES.....	27
LETTER OF INTENT.....	29
MEMORANDUM OF UNDERSTANDING.....	30
LETTER OF UNDERSTANDING.....	33
MEMORANDUM OF AGREEMENT .....	34

THIS AGREEMENT made and entered this       day of November , 2022.

BETWEEN THE TOWN OF OROMOCTO, hereinafter called "the Employer" of the first part;

AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO. 996, hereinafter called "the Union" of the second part.

WITNESSETH:

Whereas it is the desire of both parties of this Agreement to maintain harmonious relations and settled conditions of employment between the Employer and its staff; to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scales of wages; to promote the well being and security of all employees in the bargaining unit of the Union, NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereinafter contained agree each with the other as follows:

#### ARTICLE 1 - RECOGNITION AND APPLICATION

- 1.01 The Employer, hereinafter called "the Town of Oromocto or any one authorized to act in its behalf", recognizes Local Union No. 996, chartered by the Canadian Union of Public Employees, to which certification No. 1045 New Brunswick Labour Relations Board, 20 July 1966 applies, as the sole and exclusive bargaining agent for all its employees, save and except non-union members, casuals, and hereby consents and agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting wages, hours of work, working conditions or any other matters which may arise to promote a peaceful and amicable settlement of any differences that may affect harmonious relations between both parties.

#### ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes that it is the function of the Employer to exercise the function of management and to direct the working force of the Employer, subject to the terms of this Agreement. The questions of whether one of these rights is limited by this Agreement may be decided through Grievance Procedure.
- 2.02 The Employer shall not exercise its rights to direct the working forces in a discriminatory manner, nor shall these rights be used in a manner which would deprive present employees of their employment, unless through just cause.
- 2.03 The Employer shall provide and explain to the Local any new policies that are put into place by the Employer and said policies shall not conflict or supersede the collective agreement.
- 2.04 Management officials may only perform the work of the bargaining unit for the purpose of instruction, experimentation, in cases of emergency or if deemed operationally necessary, and will not be used as a way to systematically eliminate the use of overtime.

### ARTICLE 3 - NO OTHER AGREEMENTS

- 3.01 No employee shall be permitted or required to make any written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.
- 3.02 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Chief Administrative Officer and Secretary of the Union.

### ARTICLE 4 - DISCRIMINATION

- 4.01 Both parties agree that there will be no discrimination practised against any employee.
- 4.02 The Employer, its servants and agents, agree there will be no direct interference with the work force in the performance of their duties. All orders and instructions shall be issued by the Chief Administrative Officer, Town Engineer, Director of Recreation and Tourism and Supervisors.
- 4.03 The Union and the Employer recognize and support the right of employees to work in an environment free from harassment.

### ARTICLE 5 - DEFINITIONS

- 5.01 "Permanent Employee" means a person performing work of a nature normally performed by members of the bargaining unit who have acquired six month's seniority.
- 5.02 "Non Permanent Employee" is one conforming to one of three categories as follows:

(a) "Student Employee"

A student employee shall be an employee with no fixed pattern of permanent employment and generally works from April to September of each calendar year or as defined by a Federal and/or Provincial student/youth employment programs.

(b) "Seasonal Operator"

A former permanent employee who has chosen to accept management's offer of unbroken employment for a minimum of six months in any calendar year but less than the full calendar year.

(c) "Part Time Employee"

An employee hired for a period of continuous employment not in excess of one year to:

- i) offset the absence from the workforce of a unionized member for any of the following circumstances:
- 1) accumulated overtime





- 2) sickness or injury,
- 3) training,
- 4) leave of absence without pay, including seasonal operator, and
- 5) in compliance with Article 15.06, or

ii) augment the Recreation Maintenance workforce during the Kings Arrow Arena winter operating season, **and during the summer season if there are no students available to fill positions.**

- 5.03 "Probationary Employee" is one who has been hired to a permanent vacancy and who must prove their proficiency for six months prior to receiving a permanent appointment.
- 5.04 "Shift Work" means works of a nature that requires continuous operation for a specified period.
- 5.05 "Departments" means Town of Oromocto Department of Engineering and Public Works and Department of Recreation and Tourism.
- 5.06 "Department Heads" means the Department of Engineering and Public Works Superintendent and the Director of Recreation and Tourism.
- 5.07 "Scheduled Overtime" means time worked immediately preceding or immediately following a normal shift where the hours to be worked preceding are scheduled in the last shift worked and the hours to be worked immediately following are scheduled no later than the normal end of that shift.
- 5.08 "Lead Hand" is an employee who, over and above **their** regular work functions, **is** assigned the supervisory duties **or provides direction to** a crew of three (3) or more, inclusive of Lead Hand **as outlined in the job description for the Lead Hand position.**
- 5.09 "Transfer" means the permanent transfer of an Employee within the Bargaining Unit from one job classification to another, either in the same Department or a different department. Transfer(s) will only be done by mutual agreement between the affected Employee and the Employer and does not absolve the Employer's responsibility to post all vacancies, in accordance with Article 12.02 (b). The Union will be informed, in writing, of all transfers.

## ARTICLE 6 - REPRESENTATION

- 6.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with a list of names of its officers. The listed Union members shall be deemed the designated members to attend any disciplinary and/or grievance meetings. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

## ARTICLE 7 - UNION SECURITY

- 7.01 A member of the Union Executive shall be given thirty (30) minutes during working hours, with no loss of pay, to acquaint new permanent employees with the fact that a Union Agreement is in effect.
- 7.02 Union Accommodation - In order that the Union can properly represent the employees in labour management relations, the Employer shall provide the Union with accommodation for meetings when space is available. It is understood that the Union will be responsible for the premises.
- 7.03 Representative of National Union - The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- 7.04 Maintenance of Membership - During the effective life of this Agreement, all employees will become members of the Union and shall, as a condition of employment, remain members in good standing of the Union.
- 7.05 Check-off of Union Dues - The Employer agrees, during the term of this Agreement, to check off regular union dues from all employees covered by this Agreement. The monies so deducted shall be forwarded to the Treasurer of the Union monthly, accompanied by a list of employees from whose pay such deductions have been made. Annual T-4 slips will reflect total dues deducted for each employee.

## ARTICLE 8 – GRIEVANCE/ARBITRATION

### 8.01 Grievance Procedure

- (a) When any difference arises between the parties hereto or between the Employer and any other person bound by this Agreement concerning its meaning or alleged violation, there shall be no walkout, lockout, strike or slow down because of such difference and an earnest effort will be made to adjust and settle such difference.
- (b) The Employer acknowledges the right of the Union to appoint, or otherwise select a Grievance Committee of three (3) members who shall be employees of the Employer. The personnel of such committee shall be communicated to the Employer.
- (c) Should a dispute arise between the Employer and any employee(s) regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner:





STEP 1 - The aggrieved employee or employees shall submit to the Chairperson of the Union Grievance Committee the grievance in writing, or typewritten, and signed by said employee or employees.

STEP 2 - If the Grievance Committee of the Union considers the grievance to be justified, the employee or employees concerned, together with a member of the Grievance Committee, shall first seek to settle the dispute with the employee's supervisor.

STEP 3 - Failing satisfactory settlement within three (3) working days after the dispute was submitted under Step 2, the employee or employees concerned, together with a member of the Grievance Committee, will submit the grievance to the Department Head. The Department Head shall render their decision within five (5) working days after receipt of such notice.

STEP 4 - Failing agreement being reached in Step 3, the grievance shall be transmitted to the Chief Administrative Officer of the Town in writing, stating the grievance concerned, and a hearing shall be granted within seven (7) working days following receipt of such application.

STEP 5 - Failing a satisfactory settlement in Step 4, the grievance may be presented to the Town Council at its next regular meeting which shall give a decision thereon which shall be final, subject to the provision herein contained respecting arbitration.

- (a) Where a dispute involving a question of general application or interpretation occurs, the Employer and the Union may agree to bypass Steps 1, 2, and 3 of this article.
- (b) Replies to grievances shall be in writing at all stages. At any step of the grievance procedure, should the Union Grievance Committee not respond to the Employer's decision, then said grievance shall be deemed to be abandoned and the grievance procedure shall end. For the purpose of making a response, the Union Grievance Committee shall have a response time equal to the Employer's time period at said step.
- (c) Grievances settled satisfactorily within the time allowed shall date from the time the grievance was filed.
- (d) The Employer shall supply the necessary facilities for the grievance meetings.

## 8.02 Arbitration

- (a) When either party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other party to this Agreement. Within ten (10) working days thereafter, each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointees.

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within five (5) working days, the Minister of Post-Secondary Education, Training and Labour shall be requested by either party to make such appointment.

- (b) No person shall be selected as a member of an Arbitration Board who:

Rep 21

- 1) Is acting, or has within a period of six (6) months preceding the date of their appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties, and
  - 2) Has any pecuniary interest in the matters referred to the Board.
- (c) The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make recommendations to it. The Board shall commence its proceedings within forty-eight (48) hours after the Chairperson is appointed. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson is appointed. The decision of a majority shall be the decision of the Board, and the hearing shall be held in the Town of Oromocto.
- (d) The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.
- (e) Each party shall pay:
- 1) The fees and expenses of the arbitrator it appoints, and
  - 2) One-half (1/2) the fees and expenses of the Chairperson.
- (f) The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.
- (g) At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employees concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties (or the arbitrators) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

**8.03 Union May Initiate Grievances** - The Union and its representatives shall have the right to originate a grievance for an employee, or group of employees, other than through an employee(s) or grievance committee member, and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.

## ARTICLE 9 - LEAVE OF ABSENCE

**9.01 General Leave of Absence** - Should an employee covered by this Agreement request leave of absence, personal or otherwise, leave without pay (LWOP) may be granted by the appropriate Department Head, to a maximum of one hundred and eighty (180) days. Should more time be necessary, the employee concerned shall make written request to the Department Head for an extension and such extension may be granted, subject to terms and conditions, at the prerogative of the Mayor and Council. Such leave of absence will not interfere with the employee's existing accrued benefits. The Employer shall notify the Union

REP 21  




Executive of such leave upon approval by Council. The Employer has right of backfill by a part-time operator.

9.02 (a) Bereavement Leave

(i) An employee shall be granted forty (40) hours (5 days) leave without loss of wages in the case of death of a parent, spouse or child or step family members. Such leave shall not be unreasonably withheld nor shall it be unreasonably requested.

(ii) An employee shall be granted thirty-two (32) hours (4 days) leave without loss of wages in the case of death of a brother or sister.

(iii) An employee shall be granted twenty-four (24) hours (3 days) leave without loss of wages in the case of death of a mother-in-law, father-in-law, or grandparent.

(iv) An employee shall be granted eight (8) hours (1 day) leave without loss of wages in the case of death of an aunt or uncle, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, niece or nephew.

(v) Where leave has not been granted in any of the above categories, an employee shall be granted four (4) hours (1/2 day) leave with pay where their presence is required to perform pallbearer duties during normal working hours.

(b) Family Leave

The Employer shall grant, upon request by an employee, up to three (3) days leave of absence without loss of pay related to the care of a person in a close family relationship with the employee. Such leave shall not be unreasonably withheld nor shall it be unreasonably requested.

(c) Compassionate Leave

An employee shall be granted forty (40) hours (5 days) leave without loss of wages in the case of serious illness of parent, spouse, child or step family member.

9.03 Negotiations - The Employer agrees that permission, on notification to the Department Head or their agent, shall be granted to the Chairperson of the Grievance Committee to leave their employment temporarily in order to carry out negotiations with the Employer or its representative with respect to investigation of a grievance between the Union and the Employer and they shall suffer no loss of pay for time spent.

9.04 Union Conventions - Leave of absence with pay and without loss of seniority shall be granted upon request to any two (2) employees elected or appointed to represent the Union at two (2) Union Conventions in any one year. The Union will reimburse the Town of Oromocto for wages so paid during such leave of absence.

9.05 Attending Court or Jury Duty

(a) In cases in which the Town of Oromocto is specifically involved, employees who lose time by reason of being required to attend court or jury duty or Coroner's Inquest, or to appear as a witness, will be paid for time so lost.

✓ Rep 21

- (b) An employee who is summoned for court or jury duty shall be paid their regular pay during such duty. Such pay shall not be paid unless the employee produces a certificate of attendance for court on the day concerned.

If an employee is required to report on any day for court or jury duty but it is not required to serve for the entire day, such employee shall then report to work if such court or jury duty is completed in the first half of the employee's shift. The employee shall pay the Employer any amount received for such court or jury duty.

#### 9.06 Maternity and Childcare Leave

The provisions of the *Employment Standards Act* the *Employment Insurance Act* with respect to Maternity Leave and Parental leave shall apply.

### ARTICLE 10 - SICK LEAVE

#### 10.01 Sick Leave

- (a) Sick leave shall accrue to all permanent employees at the rate of twelve (12) hours (1 1/2 days) per calendar month of employment and not for the entire year in advance but shall not accumulate in excess of two thousand one hundred and sixty (2160) hours (270 days). Sick leave shall not be granted to an employee during a probationary period but, if accepted on permanent basis, the employee will receive credit for the probationary period.
- (b) Sick leave may be taken by any permanent employee who is ill or disabled.
- (c) The Employer may require an employee to provide proof of illness evidenced by a doctor's certificate providing such certificate is requested during illness.
- (d) When absence occurs in excess of sick leave credits, an employee may apply for leave without pay (LWOP) or annual leave provided they have credits available.
- (e) Employees found abusing sick leave credits shall forfeit their pay for time absent plus sick leave credits for that time.

#### 10.02 Sick Leave Bank

- (a) Each permanent employee with more than one (1) years' service shall contribute forty (40) hours (5 days) from their accumulated sick leave for the purpose of establishing a sick leave bank. All sick leave accruing to the employees over and above two thousand one hundred and sixty (2160) hours (270 days) shall be credited to the sick leave bank until contributions collectively result in an accumulation of forty-four hundred (4400) hours (550 working days).
- (b) The Union will receive a complete record of days on credit for members individually and total days credited to the bank at the end of each calendar year.
- (c) Application for an allotment from the sick leave bank may be made by an employee who has suffered a major illness or who has suffered an injury which is not

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compensatory under the *Worker's Compensation Act*, and shall be subject to the approval of the Union Executive and of the Town Council upon production of appropriate medical certificates.

- (d) No allotment from the sick leave bank shall be approved unless and until the employee concerned has exhausted their entire annual and accrued sick leave allotment and all their annual holidays.
- (e) All employees, upon retirement, will contribute all unused sick leave to the sick leave bank.
- (f) Once an employee has reached the required number of days to the end of the elimination period for long-term disability, they must apply for long-term disability benefits.

**10.03** Compensation for Injury on Duty - When an employee is injured on duty under circumstances entitling him to compensation under the *Worker's Compensation Act*, he shall be entitled to the benefits prescribed by that *Act*. Absence from work under this article shall not be charged against sick leave or vacation credits. The Employer will make a recoverable cash advance to an employee, for an amount not in excess of the anticipated WCB benefit.

## ARTICLE 11 - SENIORITY

### **11.01** (a) Seniority Defined

Seniority is defined as the length of service in the bargaining unit including probationary period and shall be considered in determining preference or priority for promotions, transfers, demotions, layoffs and recall.

### **(b)** Seniority while on leave without pay, as per Article 9.01

An employee shall not lose their seniority while on leave, as per Article 9.01, but shall not accrue seniority during such leave. If the leave is for less than 1 year, seniority shall be determined by days. For further clarification the employee's seniority shall be frozen until the LWOP is complete.

**11.02** Seniority List - The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the dates each employee was granted LWOP as per Article 9.01. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in January of each year.

Protests regarding seniority status shall be submitted in writing to the Employer within thirty (30) days from the date the seniority lists are posted. When proof of error is presented by an employee or their representative, such error shall be corrected and when so corrected and agreed upon, the seniority date shall be final.

**11.03** Computation of Seniority - Seniority of employees shall be computed from the first day that the employee was employed in a permanent classification including probationary period.



**11.04**     Loss of Seniority - Seniority shall be forfeited for the following reasons:

- 1) Dismissal for just cause.
- 2) Voluntarily leaves the service of the Employer.
- 3) In the event of a layoff, the employee fails to return to work after having been notified by registered mail that employment is available, unless satisfactory explanation is furnished within five (5) working days.

**ARTICLE 12 - EMPLOYMENT, PROMOTIONS, STAFF CHANGES, TRANSFERS**

**12.01**     Employment (Residency) - An employee will be permitted to locate their residence outside the Town of Oromocto provided their residence is within a 30-minute response time to the Works Department.

**12.02**     Promotions, Staff Changes and Transfers

- (a) The Employer agrees to conduct training for all employees for employment in the next higher level of their classification. All employees shall receive a training programme for maintenance and operation, where required by nature of work. Such training is deemed to include the operation of the equipment at a higher grade level during shift work.
- (b) When a vacancy occurs, notice thereof shall be posted on the bulletin board in each work site, providing the employees with an opportunity to apply for such position. Such notice shall be posted within fourteen (14) calendar days from the date the vacancy occurs and remain posted for fourteen (14) days with the following information:
  - 1) Nature of position,
  - 2) Qualifications,
  - 3) Required knowledge,
  - 4) Skills, and
  - 5) Wage or salary rate or range.

The successful candidate may not be established in an arbitrary or discriminatory manner.

- (c) An employee desiring promotion shall file a statement of their qualifications with the Department Head.
- (d) The Department Head shall, before filling a vacancy, give consideration to all statements of qualifications of employees filed with them.
- (e) Vacancies shall be filled by promotion or transfer, where possible and promotions shall be made on the basis of ability and seniority. Qualifications being sufficient, seniority shall prevail.
- (f) Any employee who is required to fill temporarily a position for two (2) full working hours or longer for which a higher rate of wages than that for such employee's regular work is paid, shall receive the higher rate while so employed; and employees required to fill



temporarily positions for which a lower rate than that paid for such employee's work has been established shall not suffer any reduction in pay by reason thereof.

- (g) (i) An employee who accepts managements offer of a promotion or transfer shall be considered a probationary employee for six months prior to receiving a permanent appointment to that position. If the employee is active and has previously been working as a full-time or part-time employee, they shall not be required to complete an additional six-month probationary period if it is in the same section they currently occupy with the same supervisor.
- (ii) In the case where an employee, who has held a full-time or part-time position, has not proven their proficiency, they will return to their previously held position without loss in seniority or benefits. None of the above shall preclude management's ability to conduct performance management or disciplinary measures.
- (h) An employee of the Works Department who applies for a part time position in another section for cross-training purposes shall be selected on the basis of seniority. Upon completion of their assignment, the employee can reapply in subsequent years but will only be selected if other employees do not apply. This is to ensure cross-training is available to all employees.**

**12.03 Seasonal Operator** - A Seasonal Operator will be retained at their election from the current workforce and, subject to the layoff and recall clauses for workforce reduction elsewhere in this contract for permanent employees, will be provided with a minimum of six months continuous employment annually to age 65.

These Operators will retain the job classification previously held as a permanent employee with appropriate pay and pro-rated benefits and allowances. At the employee's option and sole cost for premiums, they may retain health, dental, group life and AD&D benefits during periods of approved leave. No pension contributions are permissible during such absence.

A Seasonal Operator has a one-time right of claim to a permanent position for a period of eighteen months, from their initial voluntary election to seasonal status, to return to their previous position.

**12.04 Part-Time Employees**

- (a) Part-time Employees with no defined periods of employment are fully integrated into department work schedules and may operate equipment for which they are qualified, subject to all permanent employees having been first offered the employment.

Until such time when employees exceed one thousand and forty (1040) continuous hours of employment with the Town they will receive seventy (70%) percent of the wage established for an Operator III, pay union dues and receive statutory benefits only to include:

- 1) Vacation and/or vacation pay as per Article 16,
- 2) EI,
- 3) CPP,
- 4) Childcare Leave (Maternity/parental),
- 5) Paid Public Holidays (Statutory holidays), and

- 6) Scheduled Overtime,
  - 7) Family Leave as per Article 9.02(b).
- (b) Part-time Employees who continue in the Town's employ beyond one thousand and forty (1040) continuous hours will, from that point forward, receive seventy (70%) percent of the wage established for an Operator III, pay union dues and receive benefits, as noted in 12 above, plus the following:
- 1) Sick Leave - without sick bank benefits
  - 2) Recall for a period of one year following lay-off consistent with a positive job evaluation at time of lay-off.

#### **12.05 Acting Supervisor**

- (i) The Acting Supervisor shall be appointed by the Supervisor or Department Head, through verbal or written correspondence, as deemed necessary in advance of or during the Supervisor's absence. An employee shall be entitled to Acting Supervisor pay only when appointed to the position Monday through Friday. The Acting Supervisor, on the weekend, will be paid their regular classification rate and all other benefits related to weekend coverage.
- (ii) **Acting Supervisor (Recreation Maintenance Section) – if the Supervisor is going to be away from the Arena for a period greater than two (2) days during the day shift they shall be required to appoint an Acting Supervisor to assume responsibility of the operations and paid accordingly.**

#### **ARTICLE 13 - LAYOFF, RECALL, RETIREMENTS**

- 13.01 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work.
- 13.02 There shall be no overtime worked in any operation while there are available employees on layoff, unless mutually agreed between both parties to this Agreement.
- 13.03 Normal retirement shall be the date on which an employee reaches their 65th birthday.
- 13.04 On termination of employment with the Town for other than disciplinary reasons after a minimum of five (5) years continuous service, an employee shall be granted severance pay at the rate of one week for each year of service to a maximum of twenty-eight (28) weeks. In the event of the employee's death, payment shall be made to the spouse or the estate.
- 13.05 Management agrees that, notwithstanding conduct or performance issues, layoffs of existing full-time personnel will not occur during the term of this agreement.



## ARTICLE 14 - HOURS OF WORK

- 14.01 (a) Works Department Regular Work Week – The Works Department's regular work week shall consist of five (5) regular work days, Monday to Friday, of eight (8) hours per day to be performed between 7:30 am and 4:00 pm with an allowance of a one-half (1/2) hour lunch period between 12 noon and 12:30 pm.
- (b) Works Department Regular Summer Work Week - The Works Department regular summer work week shall be in place from the first Monday in May to the first Monday in October. It will consist of five (5) regular work days, Monday to Friday, of eight (8) hours per day to be performed between 7:00 am and 3:30 pm with an allowance of a one-half (1/2) hour lunch period between 12 noon and 12:30 pm.
- (c) Recreation Maintenance Regular Summer Work Week – Student employees in the recreation Maintenance may be integrated without restriction into the work shift schedule, as well as for other parks, playgrounds and sport field work until 1 December, as deemed necessary by the Employer, except that student employees will not be included in the overtime roster as per Article 15.01 (c).
- (d) Recreation Maintenance Arena Shift Work Schedule – The Recreation Maintenance Arena's winter shift work schedule shall be from October 1<sup>st</sup> to March 31<sup>ST</sup>. The regular work day, during this period, shall be eight hour shifts, that staff are scheduled to work Sunday through Saturday, with a one-half (1/2) hour "working" meal time included in that eight (8) hour period to be taken in the Arena. The shift work schedule will provide an average of 40 hours' work per week throughout the period of the schedule.
- 14.02 (a) Shift work shall be defined as those shifts in which a major portion of hours worked occurs between 8:00 a.m. to 4:00 p.m. (day shift) and 4:00 p.m. to 12 p.m. (evening shift). A shift premium in accordance with Art 23.06 (a) shall be paid for all evening and weekend shifts worked by Recreation Maintenance Employees during the winter shift work schedule.
- (b) Final Recreation Maintenance arena winter shift work schedules, stating start and end dates, timings, workplace and members assigned, shall be posted at least thirty (30) calendar days in advance of the start date for the shift work schedule. The schedule shall include allowable vacation days as described in Article 16.02(b). Once posted, the winter shift work schedule(s) shall not be changed unless by mutual agreement of the employee(s) and the employer.
- (c) Recreation Maintenance permanent employees shall not be scheduled to work evening or weekend shifts during the period from the first week in April to the last week of September. Student **and/or part time** employees in the Recreation Maintenance **section** may be integrated without restriction in the summer work shift schedule, as well as for other parks, playground, and sport field work until 1 December, as deemed necessary by the Employer, except that student **and/or part time** employees will not be included in the overtime roster as per Article 15.01 (c).
- 14.03 Rest Periods - There shall be one (1) fifteen (15) minute rest period in the first half of any shift.

With the exception of inclement weather, all 15-minute breaks shall be taken at the work site or the nearest municipal rest room.

- 14.04 Transportation of Employees - During inclement weather, all employees being conveyed from job or vice versa shall be protected from the elements by properly covered mobile equipment, with appropriate seating and seat belts.
- 14.05 Outside Employment - The Union recognizes that the efficiency of employees depends on an employee being able to perform their duties for the Town of Oromocto. Therefore, no employee shall engage in outside employment which, in the opinion of the Employer, will interfere with an employee's regular employment with the Town of Oromocto.
- 14.06 Job Security - The Employer agrees that no employee shall be laid off or suffer a reduction of hours of work or benefits due to the contracting out of work.

## ARTICLE 15 - OVERTIME

### 15.01 Regular Work Week (Overtime)

- (a) All time worked during a regular work week shall be paid for at standard rate; all scheduled overtime worked in excess of eight (8) hours in any one working day, Monday through Saturday, shall be paid for at the rate of one and one-half (1 1/2) times the standard rate; time worked on Sunday shall be paid for at double the standard rate; and all time worked on statutory and proclaimed holidays shall be paid for at double the standard rate in addition to the employees holiday pay.
- (b) An employee called out for unscheduled overtime before or after the regular working day shall be paid for a minimum of three (3) hours at prevailing rates.
- (c) Overtime rosters will be kept for all employees on the basis of total paid hours, saved and unavailable hours. Dependent upon the nature/ classification of work, individual employees will be assigned to one of **five (5) rosters** as follows:
  - 1) Recreation Maintenance Workers,
  - 2) Water and Sewer,
  - 3) Roads and Grounds
  - 4) Building Maintenance
  - 5) Garage

Overtime shall be offered to employee(s) in order of **lowest amount of overtime hours** on a rotation basis from the rosters as identified above. An employee will be offered overtime employment outside of their assigned overtime roster only if no employee is available from within the appropriate overtime roster.

Overtime during the shift work period shall be rotated within each operator classification.

***Refer to LOU for Call-in process for the Winter Snow Removal Season.***

- (d) Any hours worked within fifteen (15) hours of a previously worked shift shall be classed as overtime and paid for at one and one-half (1 1/2) the standard rate of pay.





- (e) An employee required to work an overtime shift shall be entitled to either of fifteen (15) minutes paid rest period for a four (4) hour shift, to be taken at site, or a thirty (30) minute paid rest period for a seven and one-half (7 1/2) hour shift, to be taken at work site or work yard.
- (f) Where possible, no one will work a shift in excess of twelve (12) hours.
- (g) Overtime exceeding four (4) hours in duration following any continuous 8-hour work period, employees shall be paid meal allowance in the amount of twenty-five (\$25) dollars.
- (h) An employee that has been granted vacation as per Article 16 shall be considered for an overtime offer, on the weekend prior to, and the weekend following, the vacation dates, unless they have otherwise indicated their availability to their supervisor.
- (i) **Recreation Maintenance employees who deny overtime when offered shall have the equivalent number of overtime hours applied to their personal overtime roster bank.**
- (j) **An employee of the Works Department who fails to answer or is unavailable to come in for overtime as requested by their supervisor will be "hit" with 10-hours on his overtime.**
- (k) **If an employee is going to be away for a period of time due to vacation, they shall notify their supervisor seventy-two (72) hours prior to ensure "hits" are not given during their absence.**
- (l) **Hits will only occur when an employee is called in by their respective section.**

#### 15.02 Arena Shift Work (Overtime)

During the Arena Operating Shift Work Schedule, the Employer and Employees recognize that regular work days will occur on Saturdays or Sundays and days of rest will occur on days other than the calendar week Saturday and Sunday. Overtime during that shift work schedule shall therefore be paid as follows:

- (a) All overtime worked in excess of eight hours on any scheduled regular work day shall be paid for at the rate of one and one-half (1 1/2) times the standard rate.
- (b) The first scheduled day off shall be considered the first (1<sup>st</sup>) day of rest and be treated as a Saturday for the purposes of overtime pay. Therefore any hours worked shall be paid at the rate of one and one half (1 1/2) times the standard rate.
- (c) The second consecutive scheduled day off shall be considered the second (2<sup>nd</sup>) day of rest and be treated as a Sunday for the purposes of overtime pay. Therefore any hours worked shall be paid at the rate of two (2) times the standard rate.
- (d) The third consecutive scheduled day off shall be treated as a Saturday for the purposes of overtime pay. Therefore any hours worked shall be paid at the rate of one and one half (1 1/2) times the standard rate.

- (e) The fourth consecutive scheduled day off shall be treated as a Sunday for the purposes of overtime pay. Therefore, any hours worked shall be paid at the rate of two (2) times the standard rate.

#### ARTICLE 16 - VACATION

**16.01** Each permanent employee in the bargaining unit shall be granted annual vacation on 1 January of each year considered from the anniversary date to the end of the year based on the following:

- (a) From 0 - 7 years inclusive - ten (10) hours (1 1/4 days) per month per year,
- (b) From 8 - 19 years inclusive - thirteen (13) hours and twenty (20) minutes (1 2/3 days) per month per year,
- (c) From 20 - 29 years inclusive - sixteen (16) hours and forty (40) minutes (2 1/12 days) per month per year,
- (d) From 30 years plus - twenty (20) hours (2 1/2 days) per month per year.

Vacation for the year in which the anniversary day falls will be pro-rated at the appropriate number of days per month per year calculated on the remaining months of that year.

**16.02** Vacations shall be taken at a time mutually agreed upon between the Employee and the Employer.

**(a) Department of Engineering and Public Works**

- (i) **A request must be submitted through Employee Self Service (ESS) by May 31<sup>st</sup> annually, for all vacation of thirty-two (32) hours or more duration, requested during the period June 1<sup>st</sup> to December 31<sup>st</sup>.**
  - (ii) Vacation schedules shall be posted by June 15<sup>th</sup> for each year and shall not be changed unless mutually agreed by the Employee and the Employer.
  - (iii) **Unplanned Vacation – all requests for unplanned vacation must be approved by the employee's Supervisor and must be submitted on a leave form minimally 24-hours in advance.**
- (b) Recreation Maintenance for Arena Winter Season - Recreation Maintenance employees may take a maximum of five annual vacation days during the arena winter season. Procedures for requesting these vacation days are provided below:
- (i) Planned vacation - A completed "request for vacation form" must be submitted by July 31<sup>st</sup> annually for all vacation requested during the period October 1<sup>st</sup> to March 31<sup>st</sup>, to a maximum of five (5) eight-hour shifts. When creating the winter shift schedule the Employer may adjust the normal schedule rotation for all employees for any requested vacation period to maintain minimum staffing levels as described

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within Article 21.02. Article 16.03 regarding seniority shall apply in the event that two employees request vacation for the same shift.

- (ii) Unplanned vacation - A maximum of two of the allowed five (5) days may be used as unplanned annual vacation after the posting of the winter shift work schedule. **Requests for unplanned vacation days must be submitted through Employee Self Service (ESS) at least seven (7) working days prior to the requested date. Other winter and summer schedule leave requests including annual, TIL and Special Leave, during the day-shift Monday through Friday must be submitted through Employee Self Service (ESS) minimally 24-hours in advance.**

- (iii) The Employee may use a shift exchange to create a day off work rather than using one of the allowed vacation days.

16.03 In fixing the vacation period of an employee, the Department Head shall, as far as reasonably possible, give effect to the wishes of employees having greater seniority.

16.04 Vacation periods may be cumulative for one (1) year only at the discretion of the Employer. The calendar year January 1 to December 31 shall be the basis of all annual leave calculations.

16.05 (a) An employee may elect to take time off in lieu of wages for hours worked in overtime. **Requests for time off in lieu must be submitted through Employee Self Service (ESS) minimally 24-hours in advance.**

- (b) All overtime hours saved prior to the renewal of the Collective Agreement will be used as time off or pay at the overtime rate, at the discretion of the employee.

- (c) For the purpose of this clause, the calendar year will be used. All overtime earned in one calendar year shall be banked for time off **with a written plan submitted to the employer by April 30<sup>th</sup> to be used by December 31<sup>st</sup> of the next calendar year. If a written plan is not provided to the employer overtime earned shall be paid out by April 30<sup>th</sup> of the next calendar year.**

- (d) For the accumulation of overtime as per the roster set out in Article 15.01 (c), the call out roster will revert back to zero hours for the lowest person on the list and the rest of the employees will retain their hours over and above that point on December 1 of each year.

16.06 Any employee of the Works Department who wishes to take vacation during the month of November shall be entitled to one (1) day extra for every twenty-four (24) hours (3 days) vacation during that month. The extra hour(s) must be taken during the month of November.

A Recreation Maintenance Worker is entitled to similar benefit for vacation taken during the 30 calendar day period immediately following the closure of the King's Arrow Arena.

16.07 Should the employee leave their employment prior to the year's end and after using their complete annual vacation allotment, they will be deducted those credits based on Article 16.01 and those credits, translated into dollars, will be deducted from those funds owed as severance.

## ARTICLE 17 - HOLIDAYS

**17.01** Employees shall be entitled to be paid the standard rate of pay for the following statutory holidays; and all other days proclaimed as holidays in Canada, the Province of New Brunswick and the Town of Oromocto:

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Queen's Birthday  
Canada Day (July 1)

New Brunswick Day  
Labour Day  
**Truth and Reconciliation Day**  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

**17.02** Four (4) hours on December 24, and four (4) hours on December 31; if these days fall on a weekend, four (4) hours on the workday preceding.

### **17.03** Holidays (Arena)

During the period from the first week in October to the last week in March, while the winter shift schedule is operating, and following a statutory holiday, as defined in Article 17.01 and 17.02, Recreation Maintenance Staff, not scheduled to work on the holiday, will have the option of taking the first scheduled shift off following the holiday, or working the shift at regular hourly wage and banking the time as special leave. This special leave shall be taken within one (1) calendar year following the holiday, and prior to the next annual vacation day. The special leave shall be taken upon mutual agreement with the Employer so as not to create overtime.

## ARTICLE 18 - EXISTING BENEFITS

**18.01** All rights, privileges, benefits and working conditions which employees now enjoy, receive or possess as employees of the Employer, shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

## ARTICLE 19 - BULLETIN BOARDS

**19.01** The Employer shall provide a bulletin board upon which the Union shall have the right to post notices of interest to the employees.

## ARTICLE 20 - DISCIPLINE, SUSPENSION, AND DISCHARGE

**20.01** An employee may be disciplined, suspended or discharged only for just cause. The employee and the Union shall be advised immediately in writing by management of the reason for such discipline. Such discipline shall be given to the Employee at a meeting, where the Employee has Union representation, if so requested.





**20.02 Discipline for just cause includes:**

- (a) Verbal reprimand,
- (b) Written reprimand,
- (c) Demotion resulting from disciplinary action,
- (d) Suspension, and
- (e) Discharge.

**20.03** In appropriate cases, an employee shall be given a written warning of their activities or performance, which the Employer deems deserving of such a warning. This notice shall contain particulars of the activity or performance deemed unsatisfactory. If this procedure is not followed, such activity or performance will not become part of their record.

Such warnings shall be given to the employee within ten (10) working days from the day it was reported or made known to management. If after further investigation, an employee is found to have been unjustly reprimanded, such warning shall not be in their record.

**20.04** Should it be found, upon investigation, that an employee has been unjustly suspended or discharged, such employee shall be reinstated immediately in his former position, without loss of seniority, and shall be compensated for all time lost in an equal amount to their normal earnings during that pay period next following such discharge or suspension 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.

**20.05** The record of an employee shall be removed from their file when twenty-four (24) months have elapsed since a written warning and/or a suspension, provided there has been no recurrence of a similar and/or any other infraction.

**20.06** An employee has the right to have access to review their personal file. If requested, a copy of the redacted file shall be provided to the employee.

**ARTICLE 21 - SAFETY AND HEALTH**

**21.01** Employees on shift work shall not be required to work under a heavy vehicle or heavy equipment while alone.

**21.02** No employee will be tasked to work without a second person present whilst employed using a chainsaw or bush saw, on duty during a hockey game and working on the evening shift at the arena.

For Safety reasons, no employee will be permitted to operate more than sixteen (16) hours in a (twenty-four) 24-hour period. Employees who booked off work to rest shall not be permitted to return to work until they have rested eight (8) consecutive hours from the time the employee booked off. Employees who book off resting during regular hours may use vacation or accumulated overtime as payment for resting time.

**21.03** The Employer will provide reimbursement of up to five hundred dollars (\$500) to each employee, per calendar year, with receipt, effective January 2016 to cover safety clothing and equipment not currently supplied by the Employer as follows:

- 1) Safety boots,
- 2) Gloves,

- 3) Workpants and shirts,
- 4) Thermal underwear,
- 5) Upgrade of employer-supplied PPE,
- 6) Jackets (fall/winter), and

any other approved item by the Department Head.

- 21.04 The Employer will not require an employee to violate the Provincial Safety Codes.
- 21.05 Reassignment of outside work for employees will occur when outside temperatures are over 30 degrees Celsius measured at the *Canadian Forces Base Gagetown Meteorological Unit*.
- 21.06 Domestic Violence, Intimate Partner Violence and Sexual Violence Leave

The Employer recognizes that employees sometimes face situations where the employee or child of the employee is a victim of domestic violence, intimate partner violence or sexual violence. All employees that have been employed for 90 days and meet the *Employment Standards Act* eligibility criteria may access the provisions of the Domestic Violence, Intimate Partner Violence or Sexual Violence leave as per Section 6.5 of the Town of Oromocto Holiday/Leave policy #4-40.

## ARTICLE 22 - CLOTHING

- 22.01 Employees will be provided with waterproof clothing and rubber boots when weather conditions require them. Environmental clothing provided to the employee by the Employer shall be used solely for the performance of assigned duties. Replacement items will be provided only upon the return of old articles of waterproof clothing and rubber boots.
- 22.02 Employees will be provided with overalls/coveralls which are to be replaced when found necessary by normal wear and tear. Replacement items will be provided only upon the return of old overalls/coveralls.

## ARTICLE 23 - RATE OF PAY

- 23.01 Every permanent employee shall be classified and paid on the basis of their classification according to the standard rate set out in Annex A for the term of this Agreement.

Employees will be paid in accordance with the rates set out in Annex A. An employee in one of the classifications set out in Annex A, upon completion of five (5) years seniority and who meets the standards outlined herein, will be paid the rate of the higher classification only. The employee will assume the higher classification appointment when a vacancy occurs as per Article 12.03 of this Agreement **and shall be moved to the position within thirty (30) days of the position becoming vacant.**

Operators at each numerical level who hold the qualification/certification required for the next higher level will be paid at that level upon completion of five (5) years of service and grade.



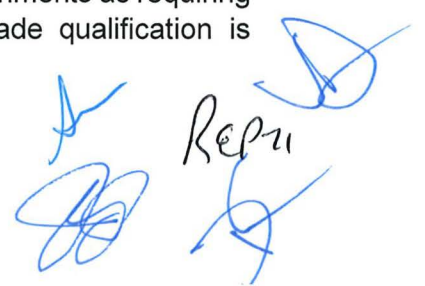
The employee will receive the pay retroactive to the date of eligibility for a maximum period of one year. The assessment for promotion purposes will be done by an independent person using the criteria defined by New Brunswick Community College for Certification purposes. A representative of the Union will be present during any testing or assessment of employees.

- 23.02 If any new classifications of employees are established during the currency of this Agreement, the parties will negotiate a standard rate therefore. If the parties are unable to agree on a rate of pay, binding arbitration shall apply for purposes of establishing a rate of pay.
- 23.03 Wages shall be paid on alternate Fridays with respect to the pay period ending on the preceding Tuesday.
- 23.04 The Employer recognizes that, due to shift work at the Arena, the staff is required to work inconsistent hours. However, they also recognize that the total hours worked in a four-week period is one hundred and sixty (160) hours. The Employer agrees to balance the Arena staff pays into two equal periods of eighty (80) hours and any overtime shall be paid every pay period.
- 23.05 Employees shall receive their pay a minimum of two (2) banking days prior to Christmas Day or New Year's Day.
- 23.06 (a) Shift work premium - **one dollar and forty cents (\$1.40)** per hour for the entire shift period while working.
- (b) An employee, acting as a Lead Hand, shall be paid **two dollars and fifty cents (\$2.50)** per hour over and above their rate of pay when assigned the supervisory duties **or when providing direction to** a crew of three (3) or more, inclusive of Lead Hand **as outlined in the job description for the Lead Hand position.**
- (c) **Acting supervisor will begin receiving economic increases beginning January 1, 2023.**
- 23.07 (a) Grade 1 Operator's wages shall be paid during the period that any permanent or seasonal employee operates a front end loader or truck with wing attachment or snow blower, and for which no Grade I Operator is available.
- (b) All employees will receive one dollar (\$1.00) per hour extra while working for the Water & Sewer Section.
- (c) **The employer shall pay each employee twenty (\$20.00) dollars per month toward their personal cell phone plan.**

23.08 Trades/Allowances

Group A – Licensed Trade

- (a) The Employer may designate certain positions or specific work assignments as requiring a Provincial Department of Labour Trade qualification. If the trade qualification is

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identified in Annex A the trade pay shall be deemed to be included in the wage provided for that position.

- (b) If the employer has a work assignment requiring a qualified trades person, and the employee assigned to the work assignment has the required trade qualification then they shall receive a trade pay supplement of One dollar and ten cents (\$1.10) for the period of that work assignment, at the discretion of the employer.
- (c) The Employer also reserves the right to designate which trades it deems a benefit (outside of Annex A) and the number of employees in each of those trades (outside Annex A) which are deemed required to provide a beneficial operational capacity to the Town. The designated employees shall receive the rate of One dollar and ten cents (\$1.10) trade pay supplement for every hour worked, until that trade is no longer deemed necessary by the employer.
- (d) The following employee will be grandfathered due to past commitments and continue to receive their trade pay supplement while members of this bargaining unit.
  - (i) Donald Shorrock

#### Group B – Technicians

- (a) The Employer may designate certain positions or specific work assignments as requiring a special technical qualification. If the technical qualification is identified in Annex A the pay for the technical qualification shall be deemed to be included in the wage provided for that position. If the employer provides a work assignment requiring a technical qualification that is not identified in Annex A, and the employee assigned to that work assignment has the required technical qualification then they shall receive a technical qualification supplement of **thirty cents (\$0.30)** for the period of that work assignment, at the discretion of the employer, but not to exceed the trade pay maximum for that year as specified in Annex A.
- (b) **A maximum of three (3) employees who hold a Class 1 Driver's License shall receive \$0.30 for floating equipment on a permanent basis.**

#### ARTICLE 24 - LONG SERVICE BONUS

**24.01** In addition to the annual rates of pay set forth in Annex A attached, the following provision respecting long service bonus shall apply:

- (a) commencing in the 6th year of service and including the 14th year 1.25%
- (b) commencing in the 15th year of service and including the 19th year 1.75%
- (c) commencing in the 20th year of service and including the 25th year 2.25%



- (d) commencing in the 26th year of service and including the 29th year 3%
- (e) commencing the 30th year and up 4%

24.02 The service bonus pay, in full, shall be paid with the first pay of December of each year to employees who qualify (excepting those defined in Article 24.03 below) and shall not be related to the number of days worked since the qualifying date.

24.03 On retirement, severance, or during an unpaid leave of absence, an employee shall be entitled to long service bonus pay pro-rated for service during the current year. In case of death, service bonus pay shall be paid to the employee's dependents, beneficiary or estate.

#### ARTICLE 25 – PENSIONS AND BENEFITS

25.01 Pensions - The Employer will contribute to the New Brunswick Municipal Employees Pension Plan (NBMEPP) an amount equal to its member's contributions in respect to each plan year, and subject to Article 13.03 herein, each member shall receive pension benefits as prescribed by the Plan.

#### ARTICLE 26 – LABOUR/MANAGEMENT MEETINGS

26.01 A Labour Management Committee shall be established consisting of three (3) representatives from the Employer and up to five (5) representatives from the Union of which three (3) shall be from the Executive and the others will be from those sections not covered by an executive member. This committee shall meet every three (3) months at a mutually agreed time and place.

##### 26.02 Role of the Committee

The Committee shall concern itself with the following general matters:

- (a) Reviewing matters pertaining to scheduling, including issues related to seniority;
- (b) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees;
- (c) Improving and extending service to the public;
- (d) Promoting safety and sanitary practices;
- (e) Reviewing Suggestions from Employees, questions of working conditions and service (but not grievances concerned with service); and,
- (f) Other matters of mutual concern.

##### 26.03 Designated Joint Chair-Persons



An Employer and Union representative shall be designated as joint chair-persons and shall alternate in presiding over meetings. The Employer shall be responsible for providing a recording secretary to take and prepare the minutes. The minutes shall be reviewed by the parties prior to acceptance. All meeting minutes shall be provided to the committee members within 2 weeks after the meeting.

#### **26.04 Limited Jurisdiction of the Committee**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

#### **26.05 Time for Meetings**

Employees required to be in attendance at Labour Management Committee Meetings shall receive regular pay.

### **ARTICLE 27 – HEALTH, DENTAL AND LONG-TERM DISABILITY**

- 27.01** (a) Medical Health and Dental Plan to be shared seventy (70%) percent by Employer and thirty (30%) percent by employees and to have additional coverage to include major dental (seventy (70%) percent of eligible expenses to a maximum of one thousand (\$1,000.00) dollars per year) and receive copies of the plan document.
- (b) Long-Term Disability – The Employer agrees to pay seventy percent (70%) and the Employee agrees to pay thirty percent (30%) of the insured LTD plan premiums. If an employee does not have sufficient accumulated leave to cover until the end of the elimination period, they shall be entitled to apply for sick leave bank credits. Under no circumstances shall there be any pyramiding of benefits.

### **ARTICLE 28 – DURATION OF AGREEMENT**

This agreement shall become effective on **1 January 2022** and continue in force until **31 December 2026** and thereafter until a ninety (90) days' written notice prior to its termination be given by either party of its intention to terminate or amend the same.





IN WITNESS WHEREOF the Town of Oromocto has hereunto affixed its corporate seal and caused these presents to be executed by its duly authorized officers and Canadian Union of Public Employees, No. 996, has caused these presents to be executed by its duly authorized officers the 22 day of Nov 2022.

SIGNED, SEALED AND DELIVERED

THE TOWN OF OROMOCTO

Re Powell  
MAYOR



Millie Messier  
WITNESS

[Signature]  
CHIEF ADMINISTRATIVE OFFICER

CANADIAN UNION OF PUBLIC EMPLOYEES,  
Local 996

[Signature]  
WITNESS

[Signature]  
PRESIDENT

[Signature]  
SECRETARY

# ANNEX "A" CLASSIFICATIONS AND WAGES

Job Classification	Required						
			2022	2023	2024	2025	2026
Percent (%) Increase			2.0	6.50 (1)	1.75 (1)	1.75 (1)	1.75(1)
Trade Pay Maximum							
<b>Recreation Maintenance Staff</b>	<b>Min</b>	<b>Max</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Recreation Maintenance 3 Class 5 Drivers License			\$28.84	30.71	31.25	31.80	32.36
Recreation Maintenance 2 Minimum 5 years experience as RM 3 <b>East Coast Arena Training (ECAT)</b> <b>Level 1</b> and <b>Level 2</b> Certifications			\$29.47	31.39	31.93	32.49	33.06
Recreation Maintenance 1 Minimum 5 years experience as RM 2 Canadian Playground Safety Institute (CPSI) <b>Theory</b> and <b>Practical</b> Certifications	2	2	\$30.34	32.31	32.88	33.45	34.04
	<b>Required</b>						
<b>Operators – Roads and Grounds/Water Sewer</b>	<b>Min</b>	<b>Max</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Operator Grade 3 Class 3E License			\$28.84	30.71	31.25	31.80	32.36
Operator Grade 2 5 Years experience as Operator 3 <b>Loader Operator Qualification</b>	5	5	\$29.45	31.36	31.91	32.47	33.04
Operator Grade 1 5 Years experience as Operator 2 <b>Loader Operator Qualification</b>	5	5	\$30.33	32.30	32.87	33.44	34.03
Senior Operator Minimum 5 years experience as Operator 1 <b>Excavator and Grader Certification</b>	5	5	\$31.19	33.22	33.80	34.39	34.99
	<b>Required</b>						
<b>Water &amp; Sewer Technicians</b>	<b>Min</b>	<b>Max</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Water & Sewer Technician 2 Minimum 2 years experience as Operator 3 Certified <b>Level 1 in Water Distribution</b> and one of the following: Certified <b>Level 1 Waste Water Treatment</b> Certified <b>Level 1 Waste Water Collection</b>	1	2	\$30.78	32.78	33.35	33.94	34.53
Water & Sewer Technician 1 2 Years experience as W & S Tech 2 Certified <b>Level 2 in Water Distribution</b> and one of the following: Certified <b>Level 2 Waste Water Treatment</b> Certified <b>Level 2 Waste Water Collection</b>	1	2	\$31.66	33.72	34.31	34.91	35.52



# ANNEX "A" – CLASSIFICATIONS AND WAGES

Job Classification	Required						
Building Maintenance	Min	Max	2022	2023	2024	2025	2026
Building Maintenance 3 Class 3E License			<b>\$28.93</b>	30.81	31.35	31.90	32.46
Building Maintenance 2 <b>Apprentice</b> in one of the following: <i>Carpentry</i> <i>Electrician</i> <i>Plumber</i>	0	1	<b>\$29.92</b>	31.86	32.42	32.99	33.57
Building Maintenance 1 <b>Red Seal Certification</b> in one of the following: <i>Carpentry</i> <i>Electrician</i> <i>Plumber</i>	1	2	<b>\$31.19</b>	33.22	33.80	34.39	34.99
Job Classification	Required						
Mechanics	Min	Max	2022	2023	2024	2025	2026
Mechanic Licensed in <b>one</b> of the following trades: <i>Automotive</i> <i>Heavy Equipment</i> <i>Truck &amp; Transport</i>	0	1	<b>\$31.19</b>	33.22	33.80	34.39	34.99
Senior Mechanic 2 Minimum 5 years experience as Mechanic Class 3E License Licensed in <b>two</b> of the following trades: <i>Automotive</i> <i>Heavy Equipment</i> <i>Truck &amp; Transport</i>	0	1	<b>\$33.39</b>	35.56	36.18	36.82	37.46
Senior Mechanic 3 Minimum 5 years experience as Mechanic Class 3E License Licensed in <b>all</b> of the following trades: <i>Automotive</i> <i>Heavy Equipment</i> <i>Truck &amp; Transport</i>	1	1	<b>\$34.67</b>	36.92	37.57	38.23	38.90

## ANNUAL ECONOMIC INCREASE - CPI with a 1.75% minimum and 6.5% maximum

- (1) Wage increases shall be effective January 1<sup>st</sup> of each year, based on the average change in the "New Brunswick All Items Consumer Price Index" over the twelve-month period up to and including August of the preceding year.
- (2) All employees shall receive a signing bonus of five hundred dollars (\$500) upon signing.

LETTER OF INTENT  
BETWEEN  
THE TOWN OF OROMOCTO  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION 996

Re: Health and Dental Plan

The parties have agreed to have the Health and Dental provider review the cost of augmenting the coverage of eyewear from \$125.00 bi-annually to \$250 bi-annually. The results of said review will be provided to the parties, and if costs are reasonable, presented to the other members of the plan for approval.

SIGNED, SEALED AND DELIVERED

THE TOWN OF OROMOCTO

Re Powell  
MAYOR



Gillian Mersereau  
WITNESS

[Signature]  
CHIEF ADMINISTRATIVE OFFICER

CANADIAN UNION OF PUBLIC EMPLOYEES,  
Local 996

[Signature]  
WITNESS

[Signature]  
PRESIDENT  
[Signature]  
SECRETARY



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE TOWN OF OROMOCTO**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION 996**

This addendum made and entered this 22 day of Nov. 2022 shall form part of this collective agreement and is enforceable pursuant to the provisions of this collective agreement signed and duly executed by the parties on 22 day of Nov 20 22

For the winter season beginning 15 November 20 and ending on 15 April 20 with the exception of the two-week Christmas period, the Public Works Department will not be staffing twenty-four (24) hour shifts. For the winter season the following will apply:

a)

1. Six (6) employee pairings (in replacement of 24-hour shifts) will be as assigned.
2. Each employee will be given a cell phone whilst they are assigned to their duty week. The cell phone is to be kept activated and accompanied with the employee at all times during the week. A set of work keys for the Works Department will also be given to each employee. It will be the responsibility of each employee to retain security of each of these items whilst they are assigned to them during their duty week. At the end of the week, it will be this employee's duty to pass on the above-mentioned items, in proper working order, to the next person on the pairing list.
3. The duty week will commence on each Monday and continue for seven days until the following Monday.
4. Each employee, whilst on his duty week will receive an addition hourly pay of one dollar and forty (\$1.40) cents for the entire seven-day period which will amount to two hundred and thirty-five dollars and twenty cents (\$235.20) for the week. All hours worked in the week, regular and overtime will be paid at the additional one dollar and forty (\$1.40) cents per hour. Employees called in to work shall be paid a minimum of the three-hour call-back at the appropriate rate.
5. Work assignments after the normal workday involving the use of more than a small truck, will result in both employees on cell phone being asked to report for work. Otherwise, only one cell phone will be activated. When only one employee is required to report for work, in an overtime situation, these calls will be rotated between employees on cell phone.
6. Calling of employees on cell phone will only be done by Works Department Supervisors. The RCMP, Fire Department or others will report situations to the



appropriate Supervisor, and they will then decide who and how many employees to call.

7. During the week that employees are assigned to the posted, shift-work schedule they should ensure that they are available for work at any time. If the weather is causing concern and danger to the motoring public, then those employees on duty should notify the Supervisor and proceed into work to begin easing that concern.

**b) Call-in process for the Winter Snow Removal Season :**

1. It is agreed that a Master List will be created of all employees who are qualified and able to perform the work.
2. It is agreed that the two (2) employees of the shift roster coming off the 4:30am to 12pm shift on Friday are eligible to opt-out of the call-in list by providing the employer with written notice upon completion of their final morning shift and their name shall be removed from the call-in list for a minimum period of two (2) days and up to a maximum of seven (7) days.
3. It is agreed that employees of the Master List who are not available for overtime shall opt-out by providing the employer with seven (7) days written notice and their name shall be removed from the call-in list for a minimum period of two (2) days and up to a maximum of seven (7) days.
4. Employees who do not opt out as per sections 2. and 3. above, shall be available and ready for work when called in for overtime. If the employer observes patterns of unavailability or unreachability by those employees who do not opt-out, the employer shall enforce discipline as per Article 20 of the Collective Bargaining Agreement.
5. Employees from the shift roster will be called-in first, followed by employees from the Master List in ascending order of overtime hours worked.
6. During the winter snow removal season, minimum manning must be maintained at all times to ensure the Town can provide the service to citizens, that is: 14 employees.
7. If minimum manning is not maintained, opt-out requests shall be denied based on a first come, first-serve basis.
8. **Planned Vacation:** A request must be submitted through Employee Self Service (ESS) minimally thirty (30) days in advance for all vacation of thirty-two (32) hours or more in duration.

**Unplanned Vacation:** all requests for unplanned vacation must be submitted through Employee Self Service (ESS) minimally 72-hours in advance and must be mutually agreed by the employer and employee.





SIGNED, SEALED AND DELIVERED

THE TOWN OF OROMOCTO

B. E. Lowell

MAYOR



Gillian Messier  
WITNESS

[Signature]  
CHIEF ADMINISTRATIVE OFFICER

CANADIAN UNION OF PUBLIC EMPLOYEES,  
Local 996

[Signature]  
PRESIDENT

[Signature]  
WITNESS

[Signature]  
SECRETARY

LETTER OF UNDERSTANDING

BETWEEN

THE TOWN OF OROMOCTO

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION 996

RE: Hours of Work (Public Works)

The parties have agreed to a one (1) year pilot project with regards to adopting summer operational hours ( 7:00am – 3:30pm ) for the winter season 2022-2023. If issues arise, the parties shall meet to discuss said issues and determine if there is a solution that is reasonable to both parties. If the parties cannot agree to a solution, the original hours of work in the present CBA shall be maintained.

SIGNED, SEALED AND DELIVERED

THE TOWN OF OROMOCTO

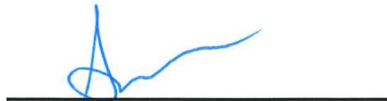
  
MAYOR


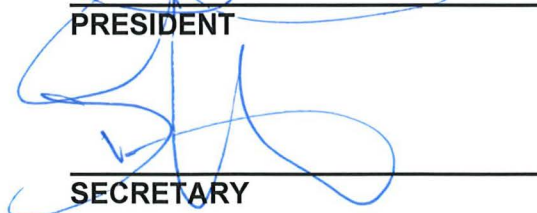


  
WITNESS

  
CHIEF ADMINISTRATIVE OFFICER

CANADIAN UNION OF PUBLIC EMPLOYEES,  
Local 996

  
WITNESS

  
PRESIDENT  
  
SECRETARY



MEMORANDUM OF AGREEMENT

BETWEEN

THE TOWN OF OROMOCTO

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION 996

RECREATION MAINTENANCE WORKERS ONLY

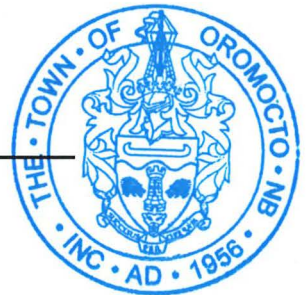
For the duration of the agreement, terminating 31 December 2026, should the Employer contract out, sell, lease or transfer the operation of King's Arrow Arena to a third party, all current permanent rink attendants will be offered the opportunity to continue in the Town's full-time employment within Local 996 in a position, other than a rink attendant, for which they may be qualified

SIGNED, SEALED AND DELIVERED

THE TOWN OF OROMOCTO

*R. E. Powell*

MAYOR



*William Messier*

WITNESS

*[Signature]*

CHIEF ADMINISTRATIVE OFFICER

CANADIAN UNION OF PUBLIC EMPLOYEES,  
Local 996

*[Signature]*

PRESIDENT

*[Signature]*

WITNESS

*[Signature]*

SECRETARY