

# **COLLECTIVE AGREEMENT**

between the

**Town of Quispamsis**

and

**Canadian Union of Public Employees  
Local 3226**

January 1, 2019 to December 31, 2022

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**THIS AGREEMENT made this 18th day of October 2019.**

**BETWEEN:**

**TOWN OF QUISPAMISIS, hereinafter called the  
"Employer",**

**Party of the First Part**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
Local 3226, hereinafter called the "Union",**

**Party of the Second Part**

## **ARTICLE 1 - PURPOSE AND DEFINITIONS**

- 1.01 (a) The parties to this Collective Agreement are committed to working together to create a responsive, enthusiastic, respectful and healthy work environment; one dedicated to providing quality, cost effective public services and achieving high standards of personal and group performance, employee and organizational wellness, and resolving issues constructively and for the common good.
- (b) It is the intent and purpose of the parties to this Agreement to maintain harmonious relations and settled conditions of employment for the continuous and effective operation of the civic departments concerned; to strive to improve the quality and efficiency of service supplied to the public; to promote well being, morale, safety, security and productivity of all employees within the bargaining unit. The parties hereto set forth the following terms and conditions relating to employment, remuneration, settlement of disputes and differences, hours of work, employee benefits and related matters affecting employees covered by this Agreement.
- 1.02 In this agreement,
- (a) "Bargaining Unit" means the group of employees covered by Certification Order I.R.B. 1-19-87. For greater clarity, the parties have agreed that the position of Operations Supervisor is a managerial position and is therefore excluded from the Bargaining Unit.
- (b) "Emergency" means a present or imminent event in respect of which the Provincial Minister in charge of Local Government or the Town, as the case may be, believes prompt co-ordination of action or regulation of persons or property must be undertaken to protect property, the environment or the health, safety, or welfare of the civil population and may include snowstorms, windstorms, freezing rain, sewer or water troubles, floods, power outages, or any act of God or man;
- (c) "Employee" means a person who is in the Bargaining Unit;
- (d) "Employer" means the Town of Quispamsis;

- (e) "Full-time Employee" means a person who works for the Town of Quispamsis on a permanent basis, forty (40) hours a week, fifty-two (52) weeks a year;
- (f) "Seasonal Employee" means a person hired with the seasonal designation in Schedule A, who is employed on a seasonal basis and completes a work period of more than eight hundred (800) regular hours in a twelve (12) month period, which may lead to full time employment. No person, employee, student or special events staff may become a seasonal employee unless specifically hired as such by the Employer and meeting the requirements of a seasonal employee above. A seasonal employee shall use seniority for the purpose of layoff and recall only. Full-Time employees shall be given preference over Seasonal employees during layoff or recall. A seasonal Employee shall be entitled to all other benefits of the Collective Agreement relating to seasonal Employees and in accordance with the provisions of article 14.05(b).
  - (i) The maximum number of seasonal employees within the bargaining unit shall not exceed 8 at any one time, unless the seasonal employees over the number of 8 are hired as temporary replacements for full-time employees who are off work.
- (g) "Student employee" means a person who is employed on a casual basis and is a bone fide full time student and who works 800 regular hours or less per year. It is agreed that no students will be hired in the Works Departments unless mutual agreed by both parties.
- (h) Should a seasonal employee, as defined in (f) herein, work 1720 or more hours in any one department in a calendar year, the Employer shall recognize the need for another full-time employee and shall post for a full-time position.
- (i) "Special Event Staff" means persons who are employed on a temporary basis to work special events such as, but not limited to, Christmas Lighting, concerts, sports events, festivals, parade, etc. The Employer will notify the Union of any use of Special Event Staff beyond what has been done in the past and agrees that Special Event Staff shall not be used in a manner to erode the Bargaining Unit. Further, Special Event Staff shall not operate any equipment.
- (j) "Family care" means needed care for an employee's child (including step-child), spouse, dependent parent, or any other dependent family member cohabiting with the employee. Additional situations may be covered by mutual agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union and the employees covered by this Agreement recognize that it is the exclusive function of the Employer and right of the Employer to operate and manage the Town of Quispamsis in all respects except as specifically limited by the terms of this Agreement, including, but not limited to, the right to direct the working forces, and to hire, promote, transfer, demote, layoff, discharge, suspend or discipline employees.

### **ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognizes Local 3226, Canadian Union of Public Employees, as the bargaining unit consisting of the employee classifications set out in Schedule "A" attached hereto and covered by Industrial Relations Board Certificate Order #1-19-87.
- 3.02 No employee shall be required or permitted to make any written or verbal agreement with the Employer or his or her representative which conflicts with the terms of this Collective Agreement.
- 3.03 Student employees and Special Events Staff are excluded from coverage by this collective agreement.

### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to the Union, the employees, the Employer and its agents.
- 4.02 Both Parties recognize that the Human Rights Act applies to this Agreement.

### **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

- 5.01 (a) Within thirty (30) days of the signing of this Collective Agreement or within thirty (30) days of commencement of employment, all employees, who should become a member of the bargaining unit, shall, as a condition of employment, make application to become a member of the Union if they are not already a member of the Union. All said employees shall remain members of the Union as a condition of employment through the payment of the periodic dues and initiation fees uniformly required to be paid by all Union members.
- (b) Any person hired under a provincially or federally funded "make work" project to alleviate unemployment shall not be covered by this Collective Agreement. It is agreed that there will be no displacement of regular full-time or seasonal employees or reduction of their hours of work because of these projects. Workers of said projects shall be informed of the conditions of employment and rules and regulations and safety and health policies adhered to by the bargaining unit. The Union agrees not to withhold the approval of any application submitted for funding a project covered by this article.

## **ARTICLE 6 - CHECK-OFF OF UNION DUES**

- 6.01 The Employer shall deduct from every employee in the bargaining unit the regular monthly dues uniformly payable by all members of the Union upon receipt of a signed authorization. The signing of such authorization and the deduction of such Union dues are conditions of employment. The sums deducted pursuant to this Article shall be remitted to the below noted address of the Union, accompanied by a list of the names of those from whose wages the deductions were made, together with a total of the regular wages paid during the month, prior to the 15th of the following month. The annual amount of total dues deducted shall be included in the employee's T-4 slip.

Canadian Union of Public Employees  
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K1G 0Z7

- 6.02 The Employer shall deduct up to five cents (\$.05) per hour worked from each employee's wages and remit to the local Union monthly. The Local Union shall advise the Employer in writing of the amount to be deducted.
- 6.03 The Employer shall continue the regular pay and benefits for employees absent on approved leave of absence for union business. The Employer shall invoice the Union for the amount paid for such continuation, and the Union shall reimburse the Employer.

## **ARTICLE 7 - ACQUAINTING NEW EMPLOYEES**

- 7.01 The Employer agrees to acquaint new employees with the fact that this Collective Agreement is in effect and with the conditions of employment set out in Articles 5 and 6, and to provide such employees with a copy of the current Collective Agreement.

## **ARTICLE 8 - CORRESPONDENCE**

- 8.01 All correspondence between the parties arising out of this Agreement shall pass to and from the Town Administrator and the President of C.U.P.E. Local 3226.

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

- 9.01 A Labour-Management Committee shall be established consisting of four (4) representatives of the Union, one from each department and four (4) representatives of the Employer. The Committee shall concern itself with improving the relationship between the Employer and the employees in the interest of improved service to the public, interpretation of the Collective Agreement, discussion of contemplated changes in the work environment, and other matters of mutual concern, including training programs for members of the bargaining unit.
- (i) A schedule for all labour management meetings for the year shall be prepared by the end of January every year.
  - (ii) The employees shall suffer no loss of regular earnings while attending labour-management committee meetings.
  - (iii) Union representation at labour management meetings shall consist of 4 representatives, one for Works, one for Utility, one for Arenas/Pools and one for Parks and Facilities.
- 9.02 The Committee shall normally meet monthly unless a special meeting is requested by either party. The Committee shall not deal with specific employee or Union grievances that are being processed under the grievance/arbitration procedure.

## **ARTICLE 10 - UNION COLLECTIVE BARGAINING COMMITTEE**

- 10.01 A Union bargaining committee shall be appointed or elected by employees in the Bargaining Unit and shall consist of not more than four (4) members of the Union, one from each department but if not possible, no more than 2 from any department. The Union will advise the Employer of the names of such members selected reasonably in advance of negotiations.
- 10.02 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 with or negotiating with the Employer. Such representative may visit the work location of employees in the Unit provided there is no interference with any operation. Such visit shall be to investigate and assist in the settlement of a grievance. The representative or union president shall notify the Town Administrator or department head prior to any such visit.
- 10.03 The Employer agrees that the four (4) employees on the negotiating committee shall have the right to attend negotiating meetings with the Employer held within working hours.



- 10.04 Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Council which affect the members of this Union are to be:
- (i) forwarded to the Union;
  - (ii) posted on all bulletin boards.
- 10.05 Four (4) employee representatives shall suffer no loss of regular earnings while attending negotiating meetings with the Employer.
- 10.06 The Union shall meet with the Employer in advance regarding any legal work stoppage to determine the level of essential services that will be required of Bargaining Unit employees during any legal work stoppage.
- 10.07 The four (4) employee representatives shall be allowed a combined total of sixty-four (64) hours of time off to prepare for collective agreement renewal negotiations. Such hours of preparation require a three (3) week notice period and are subject to approval by the Employer based on operational requirements. An employee on an approved leave of absence for union business shall receive their regular pay and benefits. The Union shall reimburse the Employer for all pay and benefits during the period of absence.

#### **ARTICLE 11 - GRIEVANCE PROCEDURE**

**11.01 Union Steward**

The Union shall notify the Employer in writing of the name of its steward. In the absence of the steward, the President of the Local has the right to act as steward in any grievance situation. The steward may assist any employee which the steward represents in preparing and presenting his or her grievance in accordance with the grievance procedure.

- 11.02 The Employer agrees that if it is necessary to service a grievance during working hours, then the steward shall be permitted reasonable time for that purpose. Each steward is employed to perform full-time work for the Employer and will not leave their work during working hours without giving an explanation for leaving and obtaining the supervisor's permission. Such permission will not be unreasonably withheld and the steward shall report back to the supervisor before resuming normal duties.

- 11.03 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. Any grievance proceedings must be initiated within ten (10) working days of the initial occurrence of the event giving rise to the grievance or of the date when the employee became aware of the grievance, and if such grievance proceeding is not initiated within this period, then the grievance shall be considered resolved and shall not be processed.

#### 11.04      **Settling of Grievances**

- (a)      **INFORMAL** - An employee who feels that they have a grievance shall first discuss the matter with their supervisor within two working days of the initial occurrence of the event giving rise to the grievance or of the date when the employee became aware of the grievance. The steward may be present if desired by the employee. The supervisor shall respond within five (5) working days of the discussion. If the dispute cannot be settled informally then it shall be deemed to be a "grievance" and the supervisor so notified.
- (b)      **STEP 1** - Should the employee not be satisfied with the results of the informal procedure and should the employee wish to proceed, then the employee shall submit the grievance in writing within ten (10) working days of the initial occurrence of the event giving rise to the grievance or of the date when the employee became aware of the grievance. It shall at this step be submitted to the employee's immediate supervisor (outside of the bargaining unit). A meeting shall be held to be attended by the employee, the steward (or other Union representative) and the supervisor, at which time an earnest attempt shall be made to settle the dispute. The supervisor shall render a decision within five (5) working days from the date the written grievance is received.
- (c)      **STEP 2** - Should the employee not be satisfied with the decision of the supervisor and should the employee wish to proceed with the grievance, then the grievance shall be submitted in writing within five (5) working days of receipt of the reply of the supervisor to the Town Administrator, who shall render his or her decision within seven (7) working days of receipt of such grievance.
- (d)      **STEP 3** - Failing satisfactory resolution of the matter, then within ten (10) working days of the date of receipt of the reply of the Town Administrator or the date when the reply was due, the matter may be referred to arbitration.

#### 11.05      **Policy Grievance**

Where a dispute involves a question of general application or interpretation or layoff, or where the Employer has a grievance, STEP 1 of this Article may be bypassed provided that such grievance is filed within ten (10) working days of the initial occurrence of the event giving rise to the grievance.

#### 11.06      **Union May Initiate Grievance**

The Union shall have the right to originate a grievance for an employee or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at STEP 1.

#### 11.07      The Employer shall supply the necessary facilities for any grievance meetings.

- 11.08            Supplementary written agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure provided herein. On the failure of the grievor or the Union to process a grievance within the time limit(s) specified, the grievance shall be deemed to be abandoned and cannot be filed or reopened.
- 11.09            The Employer shall have the right to originate a grievance with the Union. Such grievances shall be filed with the Union within five (5) working days of the occurrence of the event giving rise to the grievance or of the date on which the Employer becomes aware of such occurrence. The reply of the Union shall be made within five (5) working days of the date of receipt. Should that reply not resolve the grievance, the Employer may proceed to arbitration within thirty (30) working days of receipt of the Union reply.

## **ARTICLE 12 - ARBITRATION**

### **12.01            Composition of Board of Arbitration**

When either Party requests that a grievance be submitted to arbitration, the request shall be made by Registered Mail, addressed to the other Party to the Agreement, indicating the name and address of its nominee to an arbitration board. Within ten (10) working days thereafter, the other Party shall answer by Registered Mail indicating the name and address of its nominee to the arbitration board. The two (2) nominees shall then select an impartial chairman.

### **12.02            Failure to Appoint**

If the recipient of the notice fails to appoint an arbitrator, or if the two nominees fail to agree upon a chairman within ten (10) working days of appointment, the appointment shall be made by the Minister of Post-Secondary Education Training and Labour upon the request of either Party.

### **12.03            Board Procedure**

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within thirty (30) calendar days from the time the Chairman is appointed.

**12.04 Decision of the Board**

The decision of the majority shall be the decision of the board. Where there is no majority decision, the decision of the Board shall be the decision of the Chairman and, in either case, shall be final, binding and enforceable on both Parties to this Collective Agreement. Notwithstanding this, the Board of Arbitration shall not have any power to alter, modify or amend any of the provisions of this Collective Agreement. The board shall have the power to substitute such other penalty for discharge or discipline as the board deems just and reasonable in the circumstances.

**12.05 Disagreement on Decision**

Should the Parties disagree as to the meaning of the decision, either Party may apply to the Chairman of the Board of Arbitration for clarification of the decision by the Board. Such clarification will be rendered as soon as reasonably possible.

**12.06 Expenses of the Board**

Each Party shall pay:

- (i) The fees and expenses of the nominee it appoints;
- (ii) One-half (½) of the fees and expenses of the Chairman.

**12.07 Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by written agreement of the Parties to this Agreement.

**12.08 Sole Arbitrator**

In any specific matter, the Parties may agree that a Sole Arbitrator may act in lieu of a Board. All provisions herein apply to the Sole Arbitrator.

**12.09 The grievor shall be entitled to suffer no loss of regular wages and benefits while attending his/her arbitration hearing.**

**ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE**

**13.01 An employee who has completed his or her probationary period may be dismissed, but only for just cause. When an employee is discharged or suspended, he or she shall be notified in writing promptly by the Employer of the reason(s) for the discharge or suspension.**

- 13.02 (a) The employment of an employee may be terminated at any time during the probationary period without recourse to the grievance procedure except as provided under the Industrial Relations Act. The Employer shall not be required at any time to establish just cause in the event of such termination.
- (b) During the probationary period the employee shall benefit from all of the provisions of this Collective Agreement, with the exception of the grievance procedure in the event of termination as stated in Article 13.02(a) herein.
- (c) The effective date of any termination of employment during the probationary period shall not be a date that falls beyond the date of the expiration of the probationary period.
- 13.03 An employee who considers himself or herself to be disciplined or discharged without just cause shall be entitled to file a grievance pursuant to STEP 2 of the grievance procedure. Such grievance shall be filed within ten (10) working days of the date of discipline or termination.
- 13.04 (a) The parties to this Collective Agreement are committed to working together to create a responsive, enthusiastic and respectful work environment, one dedicated to providing quality, cost effective public services; achieving high standards of personal and group performance; and resolving issues constructively and for the common good. To that end, the parties are committed to:
- (i) Creating a workplace that requires employees and Management to demonstrate mutual respect;
  - (ii) Building a progressive labour management relationship that provides the Employer with the opportunity to meet legitimate corporate interest;
  - (iii) Maintaining the dignity of employees;
  - (iv) Providing support and guidance to those employees required to improve performance; and
  - (v) Providing safeguards against unjust discipline by adhering to a sound discipline policy that encourages self-rehabilitation.

- (b) The intent is that discipline should be progressive and begin with a warning, but the Employer reserves the right to administer discipline appropriate and proportionate to the offence.

Subject to the above, the normal pattern for progressive discipline shall be:

- (i) A first level reprimand (i.e. verbal warning),
  - (ii) A second level reprimand (i.e. written warning),
  - (iii) A third level reprimand and one (1) day suspension without pay,
  - (iv) A fourth level reprimand and three (3) day suspension without pay,
  - (v) Dismissal.
- (c) Any document related to a disciplinary action will not be used against the employee at any time after 24 months following disciplinary action provided that no other disciplinary action has been recorded during that period.
  - (d) An employee shall not be dismissed without just cause and having an investigation and fair hearing. Both Management and the Union have the right to call witnesses or examine any statements taken with the view to rebuttal of same. Copies of all written statements taken shall be furnished to all parties. No employee shall be disciplined without just cause.

## **ARTICLE 14 - SENIORITY**

### **14.01 Seniority**

- (a) Full-time employees, employed as of the date of ratification of this collective agreement, will maintain their seniority date shown in Schedule C. For future full-time employees, seniority is defined by an employee's last date of full-time hire.
- (b) Seasonal employees employed as of the date of ratification of this collective agreement shall, if hired full-time, use their seasonal date of hire as shown in Schedule C as their full-time date of hire. For future seasonal employees, seniority is defined by the last date of hire as a seasonal employee.
- (c) Such time shall be deemed to include vacation, holidays, sickness or injury.
- (d) There shall be separate lists for seasonal employees and full-time employees.
- (e) Once a date of hire has been established, it shall not change unless an employee loses seniority and employment in accordance with Article 14.05.

- 14.02 The Employer shall maintain seniority lists by department (Works, Utility, Arenas / Pools, and Parks / Facilities) showing the date of hire used to establish seniority under Article 14.01. A master seniority list which includes all employees shall be prepared and sent to the Union on a quarterly basis. The list shall also be posted on all bulletin boards.
- 14.03 (a) Newly hired seasonal or full-time employees shall be on probation until they have completed a period of one thousand forty (1,040) regular hours of work without seniority having been lost in accordance with Article 14.04.
- (b) Seasonal employees, who have completed their probationary period, shall not be subject to another probationary period if subsequently hired as a full-time employee and while maintaining seniority rights as specified in article 14.05(b).
- 14.04 (a) A full-time employee shall not lose seniority rights if he or she is absent from work because of layoff up to fifty-two (52) consecutive weeks or leave of absence approved by the Employer.
- (b) A seasonal employee shall not lose seniority rights if he or she is absent from work because of layoff up to thirty-one (31) consecutive weeks or leave of absence approved by the Employer.
- (c) Seniority and employment shall be lost when:
- (i) The employee is terminated and is not reinstated;
  - (ii) The employee resigns, not in writing, and does not withdraw or retract his resignation within 3 days;
  - (iii) The employee retires;
  - (iv) The employee was absent from work in excess of five (5) working days without notification to the Employer and without sufficient cause;
  - (v) The employee fails to return to work within fourteen (14) calendar days following a layoff and after being notified by Registered Mail to do so, unless through sickness up to twenty-six (26) weeks or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his or her current address and telephone number. Exception in the case of an employee recalled for employment of a casual or short term duration {maximum two (2) weeks} at a time when he or she is employed elsewhere, in which case refusal of recall itself will not result in loss of recall rights.

## **ARTICLE 15 - PROMOTIONS AND STAFF CHANGES**

- 15.01 It is agreed that the determination of the existence of a vacancy is a management right.

- 15.02 When a full-time vacancy occurs or a new full-time position is created inside the bargaining unit, the Employer shall post notice of the position in the Employer's offices.
- 15.03 When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post notice of the position in the Employer's offices, locker rooms and on all bulletin boards. The Union shall be copied with the notice. Outside advertising to fill a position shall not commence until the notice has been posted for a minimum of seven (7) days. Positions shall not be filled without a posting as set out herein. The closing date for receipt of applications from existing employees shall be seven (7) days following the posting date. Subject to the Employer finding a qualified applicant, the posting shall be filled within 45 days of the date of closing. The time limits for the job posting shall be as follows:
- (i) For vacancies occurring as the result of normal retirement, within thirty (30) working days prior to the employee's retirement date.
  - (ii) For vacancies occurring as the result of other than normal retirement, within thirty (30) days following the vacancy arising.
- 15.04 Such notice referred to in Article 15.03 shall contain the following information: Duties of position, essential qualifications required, including knowledge required, educational level, skills, shift, hours of work, wage and salary rate or range, date of posting.
- 15.05 In selecting an individual to fill any bargaining unit position, appointment shall be made of the applicant with the greatest seniority and having the required qualifications (including skills and abilities) as determined by the Employer.
- (i) Seasonal employees shall not be entitled to a posted full-time position based on seniority. The employer may consider previous performance in selecting a candidate for a full-time position.
- 15.06 When an employee is the successful applicant, such employee shall be placed in the position on a trial basis for an established period not to exceed 480 working hours. Conditional on satisfactory performance, the employee shall be declared permanent. If the individual proves unsatisfactory during the trial period or if the individual feels that they cannot continue in the position, then he or she shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her position, wage or salary rate, without loss of seniority.
- 15.07 Consideration for promotion may be given to the senior applicant who does not possess the required essential qualifications, but is able to achieve the required qualifications prior to filling the vacancy. Equivalent experience must be a consideration in determining an employee's eligibility for a promotion.



- 15.08 After the successful applicant has been advised of the award of the position, other applicants shall be advised by mail that the position has been filled. The name of the successful applicant shall be posted on bulletin boards.
- 15.09 (a) The Employer shall post on the bulletin board notice of any training courses, workshops or conferences for which employees may be selected. This bulletin shall be posted for a period of two (2) weeks on the bulletin board. The bulletin shall contain the following information: Type of course (subjects and material to be covered); Time, duration and location of the course; Basic minimum qualifications required for applicants.
- (b) The selection of employees shall be based on operational requirements with consideration given to the seniority of applicants. There shall be no loss of regular earnings (not overtime) for time spent in training.
- (c) The Employer and the Union support an ongoing system for on the job training. The Employer shall endeavour to provide every employee the opportunity to have training opportunities each year, in addition to health and safety training.
- 15.10 **Handicapped and Older Worker Provision**
- The Employer may provide (if suitable work is available) work which an employee is capable of performing in the event that an employee is unable to perform his or her normal duties. Special terms and conditions may be agreed upon if required by the Parties.

## **ARTICLE 16 - LAYOFFS AND RECALLS**

- 16.01 (a) In the event of a layoff, the employee(s) with the least seniority in the affected department shall be laid off first. An employee about to be laid off may bump the least senior employee in his or her department, providing the employee exercising the right agrees and is qualified (as determined by the Employer) to perform the work of the employee with less seniority at the rate of pay for the bumped employee. The qualifications shall not be assessed in an arbitrary manner. There shall be no bumping between Departments.
- (b) 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.
- (c) In the event of amalgamation or regionalization of services, the Employer shall, subject to legal limitations, do everything it reasonably can to ensure the continued job security for persons in the bargaining unit who were/are employed by the Town of Quispamsis at the time of such amalgamation or regionalization of services.
- 16.02 Employees shall be recalled in order of their seniority provided they are qualified to perform the work of the position they are being recalled to.
- 16.03 No new seasonal employees shall be hired until those laid off for a period not exceeding thirty-one (31) weeks have been given an opportunity of recall within their respective departments.

- 16.04 Seasonal employees shall be given ten (10) working days notice of layoff, (or pay in lieu), excepting circumstances arising beyond control of the Employer or excepting short term work following a recall.
- 16.05 The Employer agrees to pay the medical and life insurance premiums for a full-time employee who is laid off for one (1) month after the month in which the employee is laid off.
- 16.06 (a) No employee, who is a full-time employee as of June 1<sup>st</sup>, 2012 shall be laid-off or suffer a reduction of regular hours of work during the term of this agreement:
- (b) In the event the Employer deems there is a lack of work or too much work in any department, the Employer may temporarily reassign employees to another department without loss of salary.
- (c) Whenever an employee does not possess a valid driver's licence that is necessary for performing his/her duties, the Employer shall make every reasonable effort to provide alternative employment, or provide the employee with the option of being placed on leave of absence without pay. The employee will have a lifetime eligibility of fourteen (14) months whereby he/she can be placed on alternate employment because of loss of driver's licence. Once the employee has reached his/her total eligibility of fourteen (14) months, the employee will be placed on leave of absence without pay until his/her driver's licence is reinstated. If the above-mentioned employee has his/her driver's license reinstated, he/she shall return to the former classification and rate of pay. Such Employee shall not displace another bargaining unit employee.

## **ARTICLE 17 - HOURS OF WORK, SHIFT PREMIUM, CALL BACK AND STANDBY**

### **17.01 Works Departments**

- (a) The normal work week for full-time employees shall be five (5) days per week, eight (8) work hours per day, Monday to Friday, constituting a forty (40) hour work week. Variations in the normal hours of work may be established by mutual agreement with the employee.
- (b) The regular daily hours shall be 8:00 a.m. to 4:30 p.m. with one-half (½) hour unpaid lunch period at approximately mid-way through the shift, and two (2) fifteen (15) minute paid break periods.
- (c) The Employer may, at its discretion, establish shift work. The shift schedule must be posted at least two (2) weeks in advance. A day shift shall be deemed to include any shift that commences between 5:59 a.m. and 8:01 a.m. An evening or night shift shall consist of eight (8) hours work (including time to eat a meal and two (2) fifteen (15) minute break periods, one at approximately half way through the first half of the shift and one at approximately half way through the second half of the shift).

- (d) Employees may exchange shifts with reasonable advance request notice and subject to approval of the works superintendent or his or her superior. Shift work shall be distributed on an equitable basis insofar as is practicable in accordance with efficient operational requirements. There shall normally be sixteen (16) hours between regular scheduled shifts, however, this shall not apply where overtime work is required or when shift changes are necessitated by an emergency or staff shortage.

## **17.02 Utility Department**

- (a) The normal work week for full-time employees shall be five (5) days per week, eight (8) work hours per day, Monday to Friday, constituting a forty (40) hour work week. Variations in the normal hours of work may be established by mutual agreement with the employee.
- (b) The regular daily hours shall be 8:00 a.m. to 4:30 p.m. with one-half (1/2) hour unpaid lunch period at approximately mid-way through the shift, and two (2) fifteen (15) minute paid break periods. One (1) break during the first half of the shift, and a second break taken fifteen (15) minutes before the end of the shift. It is permissible for employees to leave work at the start of the second break and still be paid for the full shift. Breaks must be taken at designated locations.
- (c) The Employer may, at its discretion, establish shift work. The shift schedule must be posted at least two (2) weeks in advance. A day shift shall be deemed to include any shift that commences between 5:59 a.m. and 8:01 a.m. An evening or night shift shall consist of eight (8) hours work (including time to eat a meal two (2) fifteen (15) minute break period, one at approximately halfway through the first half of the shift and a second break taken fifteen (15) minutes before the end of the shift. It is permissible for employees to leave work at the start of the second break and still be paid for the full shift. Breaks must be taken at designated locations.
- (d) Employees may exchange shifts with reasonable advance request notice and subject to approval of the works superintendent or his or her superior. Shift work shall be distributed on an equitable basis insofar as is practicable in accordance with efficient operational requirements. There shall normally be sixteen (16) hours between regular scheduled shifts, however, this shall not apply where overtime work is required or when shift changes are necessitated by an emergency or staff shortage.

**17.03****Arenas & Pools**

- (a) The normal work week for full-time employees in the Arena and Pool Operations shall normally consist of ten (10) hour shifts totalling a forty (40) hour work week, and the Employer may vary this over four (4) week periods but not so as to exceed a total of one hundred sixty (160) regular hours per four (4) week period. A day shift shall be deemed to include any shift that commences between 4:59 a.m. and 8:01 a.m. The Employer may vary the hours and start/stop time of shifts in order to accommodate ice schedules, event schedules, vacation requests and in order to reduce overtime. The Employer, at its discretion, may establish a shift which is longer or shorter than ten (10) hours. The shift schedule must be posted at least three (3) weeks in advance.
- (b) For all shifts there will be a one-half (1/2) hour paid eating period at approximately mid-way through the shift, and two (2) fifteen (15) minutes paid break periods. One (1) break during the first half of the shift, and a second break taken during the second half of the shift. Breaks and eating periods must be taken on premises.
- (c) Employees may exchange shifts with reasonable advance written notice and subject to approval of the Operations Supervisor or his or her superior. Shift work shall be distributed on an equitable basis insofar as is practicable in accordance with efficient operational requirements. There shall normally be at least twelve (12) hours between regular scheduled shifts, however, this shall not apply where overtime work is required or when shift changes are necessitated by an emergency or staff shortage.

**17.04****Parks & Facilities**

- (a) The normal work week for full-time employees in the Parks and Facilities Operations shall be five (5) days per week, eight (8) work hours per day totalling a forty (40) hour work week. A day shift shall be deemed to include any shift that commences between 5:59 a.m. and 8:01 a.m. The shift schedule must be posted at least three (3) weeks in advance. No full-time employee shall be scheduled to work more than 1 weekend shift in a 4 week period. Unless mutually agreed to by the Employer and the employee.
- (b) For day shifts, there will be a one-half (1/2) hour unpaid lunch period at approximately mid-way through the shift, and two (2) fifteen (15) minutes paid break periods.
- (c) The employer, at its discretion, may establish a shift which is longer than eight (8) hours. For scheduled shifts longer than eight (8) hours, they will include an unpaid one-half (1/2) hour eating period, approximately mid-way through the shift, and two (2) fifteen (15) minute paid break periods.
- (d) Shift work and overtime shall be distributed on an equitable basis insofar as is practical in accordance with efficient operational requirements. There shall normally be at least twelve (12) hours between regular scheduled shifts, however, this shall not apply where overtime work is required or when shift changes are necessitated by an emergency or staff shortage.

17.05 (a) A shift premium per shift (other than day shift) shall be paid to employees who work a full evening or night shift according to Schedule "B".

(b) A shift premium will be paid to the employees of the Arenas & Pool operations if the employee is scheduled to work a shift that begins before 6:00 a.m.

17.06 (a) **Call Back/In Minimum**

An employee who is called back or called in to work outside regular hours worked by that employee shall be paid a minimum of three (3) hours work at regular overtime rates unless the overtime is worked continuous with the beginning or end of the employee's normal shift for that day and sufficient advance notice is given to the employee. Sufficient advance notice shall be deemed no later than the end of the regular shift preceding the overtime. Overlapping callbacks within the original three (3) hour period will not be considered a new callback, but will be considered an extension of the original callback.

(b) **Electronic Call Back**

Employees who are required to address an issue from home outside regular hours worked by that employee shall be guaranteed a minimum of one (1) hour work at regular overtime rates to a maximum of four (4) hours in any twenty four (24) period.

17.07 **Standby Assignment**

Employees assigned to standby duty shall be paid the rate shown on Schedule "B" for each hour of standby. When assigned to standby duty, employees must remain available by phone, must respond to calls, and must report for work within forty-five (45) minutes under normal winter conditions when called in (unless a longer response time is approved by the Employer).

If due to illness, injury, or other valid reason, an employee will be unable to report for work if called during a period of standby duty, he must give notice of the circumstances and must justify his unavailability for standby duty in the same manner as if he were not able to report for a scheduled shift of work. Such employee shall notify the Employer before the standby period where possible, and in any event as soon as possible so that the Employer can assign an alternate person to standby duty if required. An employee thus unable to work shall not be entitled to standby pay for the period he is unable to report if called.

Standby pay is not paid during an employee's vacation.

If contact cannot be made with an employee who is on standby duty, that employee is ineligible for standby pay for that day. It is the employee's responsibility to ensure that their contact information is kept current with the Employer so that they can be contacted when needed.

If an employee who is on standby duty fails to report to work when asked to do so in the case of emergency or is not available to be contacted, a reasonable explanation must be given.

If called into work from standby duty, the normal call-in provisions of Article 17.06 will apply.

- 17.08 Community Services Temporary Supervisor's Premium - A full-time employee appointed to supervise two or more students or special events staff shall receive the Community Services Temporary Supervisor's premium in accordance with Schedule B.

## **ARTICLE 18 - OVERTIME, BANKING OVERTIME AND MEAL ALLOWANCES**

- 18.01 (a) Time worked in addition to the regular shift (8 or 10 hours) shall be paid at the rate of one and one-half (1.5x) times the regular hourly rate; or time in lieu may be granted. Alternate arrangements may be made by mutual agreement of the Employer and employee.
- (b) Overtime worked on a paid holiday as listed in Article 19.01 by an employee who was not scheduled to work as part of their normal shift shall be paid at twice (2x) the employee's regular hourly rate, in addition to the employee's regular pay for that day. The employee shall not be entitled to receive another day off in lieu of the holiday. For the purposes of this Article, the holiday is defined as the twenty-four (24) hour period from midnight to midnight the day of the holiday.
- (c) Overtime and standby shall be distributed on an equitable basis among qualified employees insofar as is practicable in accordance with efficient operational requirements.
- (d) All employees covered by this agreement, if called, shall respond to duty if a "State of Emergency" is declared by Council or the Provincial Minister responsible for Local Government.

### **18.02 (a) Banking of Overtime**

The Employer and an employee may agree to the banking of overtime and such agreement shall be deemed to be an alternate arrangement as referred to in Article 18.01(a) herein. Banking of hours shall be limited to a maximum annual forty (40) hours straight-time equivalent. Statutory holidays may only be banked if they do not exceed the 40 hour maximum for time off. If a statutory holiday, if banked, (as covered in Article 19.02) would exceed the 40 hour maximum then it will automatically be paid out, unless it falls within the scope of Article 18.02 (b).

- (i) Under certain circumstances, such as in the Community Services departments, only one person may take banked time on any given day and the banked time must be scheduled and approved by the Employer at least three (3) weeks in advance in Arenas & Pools and 24hrs in advance in Park & Facilities.

- (b) Overtime hours that are banked are banked as their straight time equivalent number of hours. For example, eight worked at time and a half are banked for later use as 12 straight time hours. Banked time may be taken as time off, subject to the Employer's approval based on operational requirements. employees who wish to take banked time as time off must make their request to the Employer at least 24 hours in advance. Employees may request that banked time will be paid out, in which case the full value of the overtime shall be paid (for example, eight hours that were worked at time and a half are banked as 12 hours and, if paid out, will be paid as 12 straight time hours).
- (c) All banked time remaining shall be paid out on the last pay day of the calendar year. Any hours accumulated in that calendar year after the last pay day shall be credited to the following year's bank.
- (d) The rights to bank overtime and to accumulate banked overtime under this provision have been agreed to in lieu of the right to overtime pay as established under the Employment Standards Act.

**18.03 (a) Meal Allowance**

A meal allowance as shown on Schedule "B" shall be paid to an employee who works one entire shift and is required to work two (2) hours overtime, or more, continuous with the shift and without a meal break at the beginning or end of the shift. An additional meal allowance (or provided meal) shall be for each four (4) hours of overtime thereafter. Under provisions of this Section, the employee shall be entitled to a paid meal period uninterrupted of twenty (20) minutes to permit time to eat the meal.

- (b) Employees required to work unscheduled overtime on a Saturday or a Sunday, in excess of four (4) hours but less than eight (8) hours, shall be entitled to the meal allowance provision after four (4) hours of work. A meal allowance (or provided meal) shall be paid for each four (4) hours of overtime thereafter.

## ARTICLE 19 - HOLIDAYS

19.01 Paid holidays shall be granted to full-time and seasonal employees for each of the following days. In order to qualify, the employee must have worked their regularly scheduled shift both immediately before and after the holiday, unless there is a valid reason for not doing so:

- (i) New Year's Day
- (ii) Family Day
- (iii) Good Friday
- (iv) Easter Monday
- (v) Victoria Day
- (vi) Canada Day
- (vii) New Brunswick Day
- (viii) Labour Day
- (ix) Thanksgiving Day
- (x) Remembrance Day
- (xi) Christmas Day
- (xii) Boxing Day
- (xiii) All other days proclaimed by law applicable to employees of the Town of Quispamsis.

19.02 (a) If an employee is scheduled to work on a holiday as part of their normal shift, he or she shall be paid twice (2x) the employee's regular hourly rate in lieu of the employee's regular pay for that day, and in addition shall be granted another day, at a time mutually agreed between the employee and the supervisor. Failing mutual agreement, the employee shall be paid, depending on the regular shift, eight (8) or ten (10) hours straight regular pay in lieu thereof, for the paid holidays as outlined in Article 19.01.

(b) Should a paid holiday fall on an employee's regular day off, the employee shall be granted another day off at a time mutually agreed between the employee and the supervisor. Failing mutual agreement, the employee shall be paid, depending on the regular shift, eight (8) or ten (10) hours straight regular pay in lieu thereof.

19.03 It is understood that only employees who are actively working should be entitled to be paid for holidays. Employees on Workers' Compensation and unpaid leaves of absence shall not be paid for holidays. Should an employee be sick on a holiday, the employee shall be paid for the holiday, but no sick pay shall be deducted.



## ARTICLE 20 - VACATIONS

- 20.01 The Employer agrees to grant full-time employees annual vacation with pay in accordance with continuous years of full time employment on the following basis. (Paid vacation means the employee will be paid at the employee's regular rate for his or her classification). Vacation time shall continue to be accumulated for up to one (1) year for an employee on an approved leave of absence for sickness or injury. (For other types of leave, vacation time will not accrue):
- (i) 2 weeks - in the calendar year in which an employee completes 1 year of continuous full-time employment (but may be taken only after one (1) full year of continuous full time employment);
  - (ii) 3 weeks - in the calendar year in which an employee completes 3 years of continuous full-time employment;
  - (iii) 4 weeks - in the calendar year in which an employee completes 8 years of continuous full-time employment;
  - (iv) 5 weeks - in the calendar year in which an employee completes 15 years of continuous full-time employment;
  - (v) 6 weeks - in the calendar year in which an employee completes 22 years of continuous full-time employment;
- 20.02 Should a paid holiday be observed during an employee's vacation period, the employee shall be granted an additional vacation day with pay at a time mutually agreed between the Employer and employee.
- 20.03 An employee terminating his or her employment at any time in his or her vacation year before he or she has had his or her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- 20.04 An employee shall be entitled to receive up to three weeks of vacation entitlement in an unbroken period. Scheduling shall be on the basis of seniority (i.e., most senior first choice, etc.) subject to the minimum manning requirements of the Employer. Any additional vacation entitlement shall be scheduled by mutual agreement between the Employer and the employee.

- 20.05 All requests for vacation in the period from January 1<sup>st</sup> to April 30<sup>th</sup> must be submitted to the Employer by October 1<sup>st</sup> of the previous year, after which the Employer shall post the Vacation Schedule by November 1<sup>st</sup> of the previous year. All requests for vacation in the period from May 1<sup>st</sup> to December 31<sup>st</sup> must be submitted to the Employer by April 1<sup>st</sup> each year, after which the Employer shall post the Vacation Schedule by May 1<sup>st</sup>. Once posted, schedules shall not normally be changed however an employee may cancel his/her vacation with one month written notice. Vacation requests received after the vacation pick is concluded may be granted on a first come first served basis, subject to operational requirements. Should vacation remain untaken and unscheduled as of October 15<sup>th</sup>, the Employer may schedule it as necessary to ensure it is used before the end of the year provided it has attempted to schedule the vacation by mutual agreement with the employee.
- 20.06 When applied for in writing, the Employer may permit winter vacations under certain circumstances, such as, in the Arenas and Pools and Parks and Facilities or Utility Department, if no more than one person is out at any given time, or in the Works Department, if no more than one person per shift is out at any given time, and in either case the vacation is scheduled and approved by the Employer at least 1 month in advance. The Employer may allow more than one (1) employee, per shift/department, vacation if operational requirements permit.

#### **ARTICLE 21 - SICK LEAVE PROVISIONS**

- 21.01 Sick leave means the period of time a full-time regular employee is permitted to be absent from work with full pay because of sickness or disability or because of an accident for which Workers' Compensation is not payable. It is clearly understood that sick leave only applies to bona fide sickness, disability or accident.
- 21.02 (a) Full-time employees shall earn paid sick leave at the rate of 12 hours per month worked, accumulative to a maximum of 1600 hours. Should less than the full number of working days in any month be worked, then paid sick leave entitlement shall be reduced on a pro-rated basis. For the purpose of this Article, holidays and vacation shall be considered time worked.
- (b) The Employer shall pay, no later than January 15<sup>th</sup> each year, a bonus as shown on Schedule "B" (less statutory deductions) to each employee who has not used paid sick leave during the prior twelve (12) months calendar year.
- 21.03 A record of all unused sick leave will be kept by the Employer. Such accumulated sick leave shall accrue for future sick leave benefits to the maximum set out in Article 21.02 herein.

- 21.04 (a) A doctor's certificate may be required by the Employer after any absence due to sickness. For a sickness that is longer than two (2) days, the Employer may request regular updates from the employee and physician. When an employee's absenteeism exceeds the average for the bargaining unit, or when sick leave is claimed under questionable circumstances, the Employer reserves the right to require proof of ability to meet the requirements of their job prior to their return to work and/or may require an assessment from an independent doctor (at the Employer's expense) as to the employee's expected date of return to work and their ability to perform their job. If the employee has been advised by his/her doctor that he or she is able to return to work and the Employer wishes to proceed with an assessment from an independent doctor, the employee shall be placed on a leave of absence with pay until such time as the independent assessment is received by the Employer or the employee is returned to work, whichever occurs first.
- (b) If an employee is on Workers' Compensation, the Employer may request reports from WorkSafe NB on the employee's medical condition.
- (c) All medical information required or requested in relation to a full-time employee's work, excepting WorkSafeNB claims, shall be paid by the Employer, including updates for commercial licenses.
- 21.05 The Employer shall maintain a record of sick leave credits available to employees electronically.
- 21.06 When an employee is given leave of absence without pay for any reason, or is laid off, the employee shall not receive sick leave credit for the period of such absence but shall retain his or her cumulative credit, if any, existing at the commencement of the absence.
- 21.07 Abuse of sick leave shall be cause for disciplinary action.
- 21.08 When an employee scheduled to work cannot report for work due to sickness, they shall give reasonable notification to the Employer as soon as possible of their unavailability, but must be before the start of their normally scheduled shift. Failure to give this notice will result in a loss of pay for the employee.

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

- 22.01 The Employer may grant, subject to operational requirements, leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause with reasonable notice. Such request shall be in writing and approved by the Employer and shall not be unreasonably withheld, all subject to operational requirements.

## **22.02 Bereavement Leave**

- (a) When a death occurs in the immediate family of an employee covered by this Agreement, such employee shall be granted bereavement leave with pay for a period of up to seven (7) consecutive calendar days, effective Midnight following the death and the employee shall be paid for regular working days the employee would normally be scheduled to work during the seven (7) consecutive calendar days' leave.
- (b) Immediate family is defined as father, mother, brother, sister, spouse, common-law spouse, child of the employee, father-in-law, mother-in-law, and step-children or step-parents of the employee.
- (c) Two (2) consecutive days' bereavement leave with pay shall be granted to any employee covered by this Agreement for the purpose of attending to matters relating to the death (e.g. attending funeral or memorial service, hosting gathering family, handling estate matters) of a grandparent, grandchild, sister-in-law, brother-in-law, aunt, uncle and/or other relatives who are permanent residents of the employee's household, provided such days are normal working days.
- (d) Full-time and seasonal employees entitled to payment due to bereavement leave shall receive their regular rate of pay.
- (e) There shall be no loss of regular earnings for the time off required to act as pallbearer to a maximum of four (4) hours' pay at their regular rates.

## **22.03 Leave of Absence for Union Functions**

- (a) With at least four (4) weeks notice, an employee elected or appointment to represent the Union at conventions shall be granted leave of absence to attend such conventions. An employee on an approved leave of absence for union business shall receive their regular pay and benefits. The Union shall reimburse the Employer for all pay and benefits during the period of absence.
- (b) "Conventions" shall also be deemed to include Committee meetings of C.U.P.E., its affiliated or chartered bodies, and any labour organizations with which the Union is affiliated.

## **22.04 Medical Appointments**

Up to thirty-six (36) hours pay annually shall be paid for regular time lost by the full-time employees when absence from work is necessitated by appointments not available outside regular hours of work. The employee shall notify his or her supervisor of the time of the appointment as soon as the appointment is made. The maximum time that can be taken for any one appointment is four (4) hours, unless the employee's supervisor is otherwise notified (in advance, if possible) of an extended appointment. Failure to give notice prior to the day of the appointment will result in a loss of pay for the employee.

**22.05 Jury Duty**

Leave of absence with pay shall be given to any employee required to serve on a jury and such employee shall have deducted from his or her wages the amount equal to the amount for jury service received by the employee for such jury duty.

**22.06 Maternity Leave**

Maternity leave shall be provided consistent with Provincial and Federal legislation. Medical benefit premiums shall be covered by the Employer for one (1) month of the maternity leave.

**22.07 Paternity Leave**

The Employer shall grant three (3) days off work with no loss of regular earnings for the birth of a child. Additional time off shall be granted without pay as requested, in accordance with Provincial and Federal legislation.

**22.08 Adoption Leave**

Three (3) days leave of absence with no loss of regular earnings shall be granted on the occasion of the adoption of a child.

**22.09 Family Care Leave**

Two (2) days per year leave of absence shall be granted to an employee for family care leave. Use of these days shall be charged against an employee's sick leave bank and be conditional on the employee having such sick days credit available.

**22.10** The Employer shall, in consultation with the Joint Health and Safety Committee, conduct assessments and develop policies, codes of practice, and procedures related to the risk of harassment, violence in the workplace, and domestic violence. The policy shall also detail the available support for affected employees.

The parties agree that the essential elements of any policy developed under this article will be embodied in a Letter of Agreement appended to the collective agreement.

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

**23.01** The Employer shall pay wages in accordance with Schedule "A" attached hereto and forming part of this Agreement. On every second Wednesday (pay day), each employee shall be provided with an itemized statement of his or her wages and deductions.

**23.02** Wages will be paid on a bi-weekly basis by direct deposit to the employee's bank account.

- 23.03 (a) An employee temporarily assigned to work in a higher paid classification shall receive the higher pay rate while so temporarily assigned.
- (b) An employee temporarily assigned to work in a lower paid classification shall continue to receive their regular rate of pay while so temporarily assigned.
- 23.04 Travel rates paid to an employee, directed and authorized to use his or her own vehicle for Employer business shall be at the rate as set by Council from time to time.
- 23.05 New Classification
- If the Employer creates a new job classification as a result of creating a new position, the applicable wage rate shall be negotiated between the parties. In the event of the failure to reach agreement, the Employer may implement its proposed wage rate and the disagreement may either be settled in the next negotiations or may be referred to arbitration provided for in this collective agreement, and the resulting wage rate shall be made retroactive to the implementation date of the new position.

#### **ARTICLE 24 – CLOTHING, WASH-UP AND TOOL ALLOWANCE**

- 24.01 The Employer shall reimburse to the employee the cost of safety boots/safety shoes/safety sneakers to a maximum as shown on Schedule "B", per pair (summer and winter issue) upon provision of the purchase receipt. Coveralls, rubber boots, work gloves, safety helmets and rain slickers shall be provided as required. Clothing and personal protective equipment shall be reviewed by the Labour Management Committee.
- (i) There will be no retroactive payments to employees who have already claimed boot allowances in the intervening period between the expiry of the previous collective agreement and the signing of this collective agreement except for employees who had submitted receipts exceeding the allowable allowance at the time, to the maximum of the newly negotiated allowance.
- 24.02 A weekly cleaning allowance shall be paid in the amount as shown on Schedule "B".
- 24.03 The present level of employee facilities shall be maintained and may be discussed from time to time by the Labour Management Committee.
- 24.04 The Licensed Mechanic must provide his/her own hand tools of trade in the execution of his/her regular duties. The Employer will provide specialty tools. An annual tool allowance shall be provided beginning at the signature of the new agreement as per Schedule B.

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

- 25.01 All employees working in any dangerous capacity shall use all necessary safety equipment as recommended by the Safety Committee, the Department Head, or his Agent. It shall be compulsory to wear and use such recommended safety equipment provided by the Employer.
- 25.02 An employee who is involved in an accident or injury shall notify the Employer as soon as possible.
- 25.03 An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave unless a doctor or nurse determines that the employee is fit for further work on that shift.
- 25.04 (a) The Employer shall make reasonable provision for the safety and health of employees during their hours of work.
- (b) The parties agree to establish a Health and Safety Committee with equal representation (3 members each). No employee who is a member of the committee shall suffer any loss of regular pay for time spent attending meetings of the Health and Safety Committee.
- 25.05 (a) The Employer shall maintain a group health insurance policy for qualified employees. Any additional benefits that are added or deleted to the existing benefits package shall be done so with the mutual agreement of the Union and Employer as to the benefit and the cost sharing of the premium payment. The Dental Fee Guide is to be upgraded annually.
- (b) The Employer shall pay one hundred percent (100%) of the premiums for the medical, dental and life insurance plans. Increases in premium rates of existing benefits shall be discussed between the union and employer with a view towards keeping such increases at a minimum. The employee shall co-pay \$10.00 for each prescription effective January 1, 2004.
- (c) The employee shall pay one hundred percent (100%) of the Long Term Disability (LTD) premiums. The employee shall pay one hundred percent (100%) of the employee's share of the pension plan premium as established by the New Brunswick Municipal Employees Pension Plan Board.
- (d) The Employer agrees to maintain an Employee Assistance Program (EAP) during the term of the contract.
- 25.06 (a) An employee who is no longer deemed to have a compensable injury and has the ability and competence to perform work that is available shall be placed in a position.

- (b) The Parties, in the negotiation of this Collective Agreement, included consideration of the effect of legislative changes in Workers' Compensation in the negotiation of the wage increases reflected in Schedule "A" as attached hereto and forming a part hereof.
- 25.07 Adequate accommodation shall be provided for employees to have their meals (subject to operational requirements) and store and change their clothes.
- 25.08 Legal liability coverage shall be provided to employees consistent with and under the terms of the policy in effect with the Town of Quispamsis.
- 25.09 Provisions for technological change shall be as per Provincial legislation.
- 25.10 The Employer is authorized to obtain, on an annual basis at its own expense, a drivers abstract from the Province of New Brunswick for each employee who operates Employer owned or leased vehicles. Such drivers abstract shall not form the basis of any disciplinary action.
- 25.11 The Employer agrees to provide group health and dental insurance for bone fide retired full-time employees and their spouses (and dependants as per the plan) to their 70<sup>th</sup> birthday. The retiree must pay 100% of the premium cost. The coverage is for medical, dental and EAP only, and does not cover, travel, life insurance, LTD, or ADD, and is subject to insurance carrier changes in coverage and deductibles and/or co-pays.

#### **ARTICLE 26 - NO STRIKES, NO LOCKOUTS**

- 26.01 The Parties and the employees agree that during the term of this Agreement and while negotiations continue as set out in the Industrial Relations Act, there shall be no work stoppages as prohibited by the Industrial Relations Act. Neither shall the Employer cause a lockout of its employees during the term of this Agreement or while negotiations continue subject to the terms of the Industrial Relations Act.

#### **ARTICLE 27 - TERM OF AGREEMENT**

- 27.01 This Agreement shall be in effect from January 1, 2019 to December 31, 2022 and shall continue from year to year thereafter, unless either Party gives to the other Party notice in writing between sixty (60) days and ninety (90) days prior to the expiration date in any year that it desires its termination or amendment.
- 27.02 Within twenty (20) working days of receipt of notice to bargain, negotiations shall commence. This time period may be extended by agreement of the Parties.
- 27.03 **Changes in Agreement**
- Any changes mutually deemed necessary to the Agreement may be made in writing at any time during the life of this Agreement.



**27.04 Copies of Agreement**

The Employer shall provide each employee with a copy of this Collective Agreement. If necessary, the Agreement shall be translated.

**27.05** If legislation is changed so as to result in a mandatory reduction of benefit, such amount shall be transferred to another benefit through discussion. Where the Collective Agreement provides for greater benefit than the Employment Standards Act, then the Collective Agreement prevails.

**27.06** Wages classifications shall be as per Schedule "A" attached hereto and forming a part hereof. Wages shall be paid effective from January 1, 2019. The wage classifications in Schedule "A" are not a determination of the full extent of the work performed by each employee.

**ARTICLE 28 - CONTRACTING OUT**

**28.01** No full-time employee shall be laid off or have their regular hours of work reduced as a result of contracting out.

**ARTICLE 29 - SIGNATORIES**

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be Executed by the hand of their duly authorized officers and by the affixing of their respective seals, on this 18th day of October 2019.

SIGNED, SEALED AND DELIVERED  
in the presence of

**QUISPAMIS**

Per Elizabeth Ottava  
Deputy Mayor  
Per Andrew Snow  
Clerk

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, Local 3226**

Per David Ball  
Per [Signature]  
Per [Signature]  
Per [Signature]

Susan Demille  
Witness

**SCHEDULE "A"**  
**HOURLY WAGE RATES BY DEPARTMENT AND CLASSIFICATIONS**

<b>Regular Hourly Wage Rates</b>	<b>Jan 1, 2019 2%</b>	<b>Jan 1, 2020 2.25%</b>	<b>Jan 1, 2021 2.5%</b>	<b>Jan 1, 2022 2.75%</b>
<b>PUBLIC WORKS</b>				
Assistant Foreman	28.68	29.33	30.06	30.89
Licensed Mechanic	29.16	29.82	30.56	31.40
Heavy Equipment Operator	27.95	28.58	29.29	30.10
Operator/Labourer	25.70	26.28	26.94	27.68
Labourer	23.34	23.86	24.46	25.13
Seasonal Labourer	21.71	22.19	22.75	23.37
<b>PARKS &amp; FACILITIES</b>				
Assistant Foreman	28.68	29.33	30.06	30.89
Horticulturalist	27.95	28.58	29.29	30.10
Parks/Facilities Operator	27.18	27.79	28.49	29.27
Parks/Facilities Attendant	24.79	25.34	25.98	26.69
Labourer	23.34	23.86	24.46	25.13
Seasonal Labourer	21.71	22.19	22.75	23.37
<b>UTILITY</b>				
Instrument Process Control	29.16	29.82	30.56	31.40
Certified Utility Operator	27.29*	28.58	29.29	30.10
Utility Level 2	25.70	26.28	26.94	27.68
Labourer (Utility Level 1)	23.34	23.86	24.46	25.13
Seasonal Labourer	21.71	22.19	22.75	23.37
<b>ARENAS &amp; POOLS</b>				
Technical Assistant Foreman	28.68	29.33	30.06	30.89
Arenas/Pool Operator	27.18	27.79	28.49	29.27
Arenas/Pool Attendant	24.79	25.34	25.98	26.69
Labourer	23.34	23.86	24.46	25.13
Seasonal Labourer	21.71	22.19	22.75	23.37

\* The Certified Utility Operator rate changes to \$ 27.95 an hour on the date of ratification.

**Notes:**

- 1) The Operator/Labourer classification will permit persons so classified to operate all machinery and equipment up to and including a tandem axle snow plow rig – single man operation, and will include occasional use of the loader – such as filling truck with sand and/or salt.
- 2) Should a Seasonal Position other than a Labourer be required, they shall be paid 7% less than the equivalent Classification.
- 3) It is recognized that an employee will perform any work up to and including his/her classification.
- 4) The current incumbent(s) in the Community Services Level 2 classification will be grandfathered into the Arena/Pool Attendant classification and the current Community Services Level 3 incumbent(s) will be grandfathered into the Arena/Pool Operator classification. All subsequent appointments to these classifications must meet the classification requirements as established by the Employer from time to time.
- 5) Seasonal employees shall not work on any classification higher than labour/operator in the works department unless a qualified full-time employee is not immediately available.
- 6) Certified Utility Operators who have achieved a level 2 certification in both Water and Wastewater will receive a \$0.50 per hour premium.
- 7) Utility: If the facility becomes classified as a Level 2 by the Province of New Brunswick, the Employer will establish a Level 2 Certified Operator classification and rate in accordance with Article 23.05.

**SCHEDULE "B"**  
**OTHER MONETARY CONSIDERATIONS**

<b>Article Number</b>	<b>2019 DOR</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
14.06 Mechanic Tool Allowance	\$350	\$350	\$350	\$350
17.05 Shift Premium per shift	\$1.20/hr	\$1.25/hr	\$1.30/hr	\$1.35/hr
17.06 Standby Assignment per hour	\$1.44	\$1.48	\$1.52	\$1.56
17.07 Community Services Temporary Supervisor's Premium per hour	\$ .90	\$ .90	\$ .90	\$ .90
18.03 (a) Meal Allowance per meal	\$17.00	\$17.00	\$17.00	\$17.00
21.02 (b) <b>Bonus for not using sick leave</b>				
No time missed	\$500.00	\$500.00	\$500.00	\$500.00
Missed >0 hours and up to 10 hours	\$300.00	\$300.00	\$300.00	\$300.00
Missed >10 hours and up to 20 hours	\$100.00	\$100.00	\$100.00	\$100.00
24.01 Boot Allowance Summer and Winter Issue, each issue	\$190.00	\$195.00	\$200.00	\$200.00
24.02 Clean up Allowance per week	\$4.15	\$4.15	\$4.15	\$4.15

**SCHEDULE "C"**  
**SENIORITY LISTS – PERMANENT AND SEASONAL**

<b>CUPE 3226 Permanent Seniority List as of 2 October 2019</b>					
<b>Employee I.D.</b>	<b>First Name</b>	<b>Last Name</b>	<b>Seniority Date</b>	<b>Job Classification</b>	<b>Permanent Hire Date</b>
1019	David	Steele	1-Dec-1985	Certified Utility Operator	1-Dec-1985
1023	Joseph	Donelle	4-Oct-1987	Arenas/ Pool Operator	1-Mar-1991
1024	Darryl	McKenney	2-Oct-1988	Arenas/ Pool Operator	27-Sep-1993
1028	Kenneth	Lavigne	14-Nov-1989	Heavy Equipment Operator	14-Jan-1991
1065	Richard	Martin	4-Dec-1990	Heavy Equipment Operator	24-Jun-1991
1066	Perry	Ramsay	8-Jul-1991	Assistant Foreman	8-Jul-1991
1046	Keith	McIlwraith	23-Nov-1992	Operator	27-Sep-1993
1201	Derek	Williams	25-Jan-1998	Assistant Foreman	7-Jan-2002
1242	Greg	Rodd	13-Jul-1998	Heavy Equipment Operator	7-Jan-2002
1350	Jody	Flecknell	25-Jul-2001	Operator/Labourer	3-Feb-2003
1394	Mark	Cosman	9-Dec-2002	Licensed Mechanic	31-May-2004
1396	Jeff	Parlee	9-Dec-2002	Operator/Labourer	31-May-2004
1398	Malcolm	Grant	9-Dec-2002	Operator/Labourer	10-Jun-2008
1422	Yvon	Gallant	4-Dec-2003	Operator/Labourer	10-Jun-2008
1513	Thomas	Eatmon	12-Jun-2007	Operator/Labourer	10-Jun-2008
1517	Kevin	Cook	18-Jun-2007	Operator/Labourer	1-Jun-2009
1552	Jason	Wylie	27-Oct-2008	Certified Utility Operator	27-Oct-2008
1555	Mike	Robichaud	1-Dec-2008	Operator/Labourer	1-Jun-2009
1557	Andrew	Morrison	16-Mar-2009	Certified Utility Operator	16-Mar-2009
1577	Dave	Grinton	6-Jul-2009	Parks/Facilities Attendant	6-Jul-2009
1579	Chris	Dunphy	30-Nov-2009	Operator/Labourer	28-Feb-2011
1606	Tim	Dunfield	4-Oct-2010	Arenas/Pool Attendant	4-Oct-2010
1614	Reginald	Legere	28-Feb-2011	Parks/Facilities Attendant	28-Feb-2011
1616	Ron	Pugh	11-May-2011	Arenas/Pool Attendant	11-May-2011
1630	Chris	Savoie	1-Jun-2011	Operator/Labourer	7-Nov-2011
1657	Fred	Waite	13-Sep-2011	Arenas/Pool Attendant	13-Sep-2011
1658	Andrew	McGuire	14-Sep-2011	Arenas/Pool Attendant	31-Oct-2011
1660	Ken	Cross	3-Oct-2011	Arenas/Pool Attendant	3-Oct-2011
1671	Brent	Nobles	30-Apr-2012	Certified Utility Operator	30-Apr-2012
1702	Shelbie	Dodge	11-Mar-2013	Horticulturist	11-Mar-2013
1704	Sean	Perry	15-Apr-2013	Horticulturist	3-Jul-2018
1732	Angus	Connor	1-Oct-2013	Parks/Facilities Attendant	1-Oct-2013

<b>CUPE 3226 Permanent Seniority List as of 2 October 2019 (continued)</b>					
<b>Employee I.D.</b>	<b>First Name</b>	<b>Last Name</b>	<b>Seniority Date</b>	<b>Job Classification</b>	<b>Permanent Hire Date</b>
1756	Bruce	Rothwell	29-Jul-2014	Operator/Labourer	29-Jul-2014
1758	Hazen	Kennedy	5-Aug-2014	Arenas/Pool Attendant	5-Aug-2014
1766	David	Carr	1-Dec-2014	Labourer (Utility Level 1)	1-Dec-2014
1737	Andrew	Clifford	22-Dec-2014	Labourer	29-Jun-2015
1759	Neil	Laking	13-Apr-2015	Arenas/Pool Attendant	8-Sep-2015
1792	Corey	Campbell	10-Aug-2015	Operator/Labourer - Fleet	10-Aug-2015
1765	Torrey	James	23-Nov-2015	Labourer	1-May-17
1365	Krause	Jens	23-May-2017	Labourer	23-May-17
1842	Brennen	Flanagan	12-Jun-2017	Labourer	22-Feb-2019
1850	Perry	Lacey	27-Dec-2017	Labourer	17-Mar-2019
1749	Nathan	Stevens	3-Jul-2018	Instrument Process Control	3-Jul-2018
1877	Tyler	Edling	15-Oct-2018	Labourer	19-Aug-2019

<b>CUPE 3226 Seasonal Seniority List as of 2 October 2019</b>				
<b>Employee I.D.</b>	<b>First Name</b>	<b>Last Name</b>	<b>Seasonal Date of Hire</b>	<b>Job Classification</b>
1797	Joshua	Perry	11-Apr-2016	Labourer
1879	Maxwell	Clark	29-Mar-2019	Labourer
1878	James	Kyle	01-Apr-2019	Labourer
1902	Stewart	Doucet*	20-Aug-2019	Labourer
1903	Ryan	London*	27-Aug-2019	Labourer
1904	Timothy	McHatten*	30-Sep-2019	Labourer

\* Denotes an employee hired with a seasonal designation who has not yet achieved 800 hours as required in Article 1.02 (f)

**LETTER OF AGREEMENT**  
**re: "Hot Jobs"**

It is agreed that:

If the Employer believes it needs to increase the rate of a job in order to recruit effectively when market conditions make recruitment at negotiated rates difficult, it shall establish the new rate in the same manner as provided for in Article 23.05.

For example; Employer finds it impossible to hire a specific trade due to tight labour market.

**LETTER OF AGREEMENT**  
**re: Works Department**

It is agreed that:

During the life of this collective agreement, the Employer agrees it will not replace Labourer / Operators with Labourer positions. Should a permanent vacancy arise for a Labourer / Operator, it shall result in a posting for a Labourer / Operator.



# Memorandum

**To** C.U.P.E. Local 3226

**From** Susan Deuville, Assistant Chief Administrative Officer

**Date** July 21, 2015

**Subject** Permission to lay-off employees on an approved unpaid leave

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The Union and the Town agree that the Town is permitted to layoff an employee that will be taking an approved, unpaid leave for the purposes of pursuing an apprenticeship block.

As per the provisions of Service Canada, the employee may be eligible to receive employment insurance during the time of their absence.

The Town's decision to fill the position temporarily during this unpaid leave is a management right and will be based on the organizational needs.

It is at the Town's discretion to consider and approve requests for apprenticeship blocks. This does not guarantee all leave requests will be approve and each will be considered on a case by case basis.

For the Union:

For the Town:

Accepted by the Chief Administrative Officer:

DATE

July 27, 2015



# Memorandum

**To** C.U.P.E. Local 3226

**From** Susan Deuville, Assistant Chief Administrative Officer

**Date** September 22, 2015

**Subject** Agreement to hire a person with an intellectual disability – provincial funding program

The Town and the Union agree that on a without prejudice and without precedent setting basis to apply for provincial funding to hire a person with an intellectual disability for the position of qplex building caretaker. The primary purpose of this position is to assist with the daily cleaning tasks at the qplex facility.

As per Article 5(b) of the Collective Agreement *"Any person hired under a provincially or federally funded "make work" project to alleviate unemployment shall not be covered by this Collective Agreement."*

The Town and the Union agree that any individual that is hired with an intellectual disability under this agreement as qplex building caretaker will not be covered by the Collective Agreement and will not become a union member during the length of their employment regardless of the funding source.

All conditions of employment will be determined by the Town.

This is a wonderful program for the community and the Town and the Union acknowledge and recognize the importance of an inclusive workplace.

For the Union:

For the Town:

Accepted by the Chief Administrative Officer:

Sept 23 / 15  
DATE