

Collective Agreement
between
The Canadian Union of Public Employees
Local 5369
and
The town of Rothesay

1 January 2019 to 31 December 2021

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Article 1: General

- 1.01 The Parties to this Collective Agreement will work to create a positive workplace, dedicated to high quality, cost-effective public services and performance standards, Employee and organizational effectiveness, and to resolving issues fairly and efficiently.

The Parties set forth the following terms and conditions relating to employment, remuneration, settlement of disputes, hours of work, Employee benefits and related matters affecting Employees covered by this Agreement.

Article 2: Definitions

- 2.01 In this agreement

- a. "Bargaining Unit" means the group of Employees covered by Certification Order IRB -068-17 and is generally referred to as the "Union" herein;
- b. "Emergency" means a present or imminent event in respect of which the Provincial Minister in charge of Public Safety or the Town, as the case may be believes prompt co-ordination of action or regulation of environment or the health, safety, or welfare of the civil population must be undertaken to protect persons or property, 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" or "Town" means the town of Rothesay;
- e. "Full-time Employee" means a person who works for the Town 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;
- g. "Student Employee" means a person who is employed on a casual basis and is a bona fide full-time student and who works eight hundred (800) regular hours or less per year.

Article 3: Management Rights

- 3.01 It is understood that management retains all rights not specifically restricted by this Agreement.

Article 4: Recognition

- 4.01 The Employer recognizes the Canadian Union of Public Employees, Local 5369, as the Bargaining Unit consisting of the Employee classifications set out in Schedule A attached hereto and covered by Industrial Relations Board Certificate Order #IR-068-17, except that Student employees and crossing guards shall not be members of the Bargaining Unit.
- 4.02 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.

Article 5: No discrimination

- 5.01 The Parties agree that there shall be no discrimination, interference, restriction or coercion that violates the New Brunswick Human Rights Act exercised or practiced with respect to the Union, the Employees, the Employer and its agents. The Parties recognize that the Human Rights Act applies to this Agreement.

Article 6: Union Membership and Check-off of Union Dues

- 6.01 All Employees shall be 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.

Any person hired under a provincially or federally funded "make work" project to alleviate unemployment or support members of any disadvantaged group 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.

- 6.02 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, or shall be remitted electronically, accompanied by a list of the names of those from whose wages the deductions were made and the total of the regular wages paid during the period. This list shall be provided within thirty (30) days of the pay date.

Canadian Union of Public Employees
1325 St. Laurent Blvd.
Ottawa, ON
K1G 0Z7

Article 7: Acquainting new Employees

- 7.01 On commencing employment in a position within the Bargaining Unit, the Town will introduce the new Employee to their Union Steward or Representative, as designated by the Union. At the request of the Union, the Employee and Steward or Representative will be permitted thirty (30) minutes to be scheduled during working hours at a time agreeable to the Town during which the Union may in private acquaint the Employee with the structure, benefits, and duties of union membership. Where more than one Employee is hired at the same time, the Town may schedule a thirty (30) minute group orientation session with the Union Steward or Representative in lieu of the individual session.
- 7.02 On 24 hours' notice, a representative of the National Union will be given access to Town Employees on the Town's premises at a time and place arranged by the Town. Meetings with Employees under this provision shall not interrupt work and shall not extend into paid working time.

Article 8: Correspondence and Bulletin Boards

- 8.01 All correspondence between the parties arising out of this Agreement shall pass to and from the Town Manager and the President of C U P E Local 5369 or such persons designated by each of them to act on their behalf.
- 8.02 The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all Employees hired into the Union prior to their first day of employment.
- 8.03 The Employer will provide to the Union at the time of hire the following information about each person hired into the Bargaining Unit: person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail.
- 8.04 The Union will provide three bulletin boards to be mounted in the workplace as mutually agreed with the Employer. These boards shall be for the Union's exclusive use, and the Union shall ensure that anything posted shall not disparage the Employer.
- 8.05 The Employer will provide to the Union a list of all the Employees in the Bargaining Unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail.

The list will also indicate the Employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the Employee is on a leave of absence, the nature of the leave.

The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis.

Article 9: Labour-Management Committee

- 9.01 A Labour-Management Committee shall be established consisting of two (2) representatives of the Union, one from each department and two (2) representatives of the Employer. The Committee shall concern itself with maintaining an effective 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, training programs for members of the Union and other matters of mutual concern including training programs for members of the Union.
- 9.02 A schedule for all labour/management meetings for the year shall be prepared by the employer before the end of January every year.
- 9.03 The Employee representatives shall suffer no loss of regular earnings while attending labour-management committee meetings.
- 9.04 The Committee will meet at least once per quarter 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.
- 9.05 The Employer will be responsible for taking minutes of each labour-management meeting; minutes will be approved by both parties and posted on the bulletin board.
- 9.06 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 the Employer.

Article 10: Union 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, 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.

The Employer agrees that the four (4) Employees on the Union bargaining committee shall have the right to attend collective agreement negotiating meetings during collective bargaining with the Employer.

- 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 negotiating or discussing grievances with the Employer. The CUPE representative may visit the work location of Employees in the Unit to investigate and assist in the settlement of a grievance but shall not interrupt any Employee's working time unless prior arrangement is made with the Town Manager or delegate. The CUPE representative shall notify the Town Manager or delegate in advance of any such visit.
- 10.03 The Town shall provide the Union with copies of employment policies applying to members of the Bargaining Unit.
- 10.04 The Employer shall pay members of the Union's bargaining committee during hours lost from work due to attendance in negotiations meeting with the Employer, and the Union shall reimburse the Employer for all such hours paid.

- 10.05 The four (4) Employee representatives shall be allowed a combined total of sixty-four (64) hours of unpaid 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.

Article 11: Grievance Procedure

- 11.01 **Union Steward /Representative of the Union** - The Union shall notify the Employer in writing of the name of its steward /Representative of the Union. In the absence of the Steward/Representative of the Union, the President of the Local has the right to act as Steward/Representative of the Union in any grievance situation. The Steward / Representative of the Union may assist any Employee whom the Steward/Representative of the Union 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/Representative of the Union shall be permitted reasonable time for that purpose. Each Steward/Representative of the Union is employed to perform work for the Employer and will not leave their work during working hours without giving an explanation for leaving and obtaining specific authorization from the Employer. Such permission will not be unreasonably withheld and the Steward/Representative of the Union 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 occurrence, 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

INFORMAL - An Employee who feels that they have a grievance shall first discuss the matter with their supervisor within two (2) 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/Representative of the Union may be present if desired by the Employee. The supervisor shall respond within five (5) working days of the discussion.

STEP I - 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 department head. A meeting shall be held to be attended by the Employee, the Steward/Representative of the Union (or other Union representative) and the department head, at which time an earnest attempt shall be made to settle the dispute. The department head shall render a decision within five (5) working days from the date the written grievance is received.

STEP 2 - Should the Employee not be satisfied with the decision of the department head 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 department head to the Town Manager, who shall render his or her decision within seven (7) working days of receipt of such grievance.

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 Manager 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 by-passed provided that such grievance is filed within fifteen (15) 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 **Employer May Initiate Grievance** - 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. 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.
- 11.08 The Employer shall supply the necessary facilities for any grievance meetings.
- 11.09 Supplementary written agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure provided herein.
- 11.10 For the purpose of time limits in this Article 11, “working days” denotes days on which the Town Hall is open for normal business. 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.

Article 12: Arbitration

- 12.01 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. Within ten (10) working days thereafter, the other Party shall answer by Registered Mail.
- 12.02 **Failure to Nominate** - If the recipient of the notice fails to nominate an arbitrator 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 The Arbitrator may determine his or her 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 Arbitrator is appointed.

- 12.04 **Decision of the Arbitrator** - The decision of the Arbitrator shall be final, binding and enforceable on both Parties to this Collective Agreement. Notwithstanding this, the Arbitrator shall not have any power to alter, modify or amend any of the provisions of this Collective Agreement. The Arbitrator shall have the power to substitute such other penalty for discharge or discipline as the Arbitrator 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 Arbitrator for clarification of the decision. Such clarification will be rendered as soon as reasonably possible.
- 12.06 **Expenses of the Arbitrator** – Unless otherwise agreed, each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.
- 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 The grievor shall be entitled to suffer no loss of regular wages and benefits while attending his/her arbitration hearing. Any Employee of the town called as a witness and one Union representative shall be entitled to suffer no loss of regular wages and benefits while attending the arbitration.

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 The lawful dismissal of a probationary Employee shall be deemed to be for just cause.
- a) Subject to 13.01 and any other express limitation in this collective agreement, probationary Employees shall benefit from the provisions of the collective agreement.
 - b) 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 suspended 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 five (5) working days of the date of discipline or termination.
- 13.04 **Disciplinary principles**
- 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 verbal warning, however depending on the seriousness of the offence the Employer reserves the right to administer discipline appropriate and proportionate to the offence.
- c. Subject to the above, the normal pattern for progressive discipline shall be:
- i. A first level reprimand,
 - ii. A second level reprimand,
 - 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.
- d. An occurrence of previous discipline shall not be used to support a higher level of discipline of a subsequent offence if twenty-four (24) months have passed without any intervening disciplinary offences. Any month in which the Employee is absent for ten (10) or more working days shall not count towards this period.
- e. An Employee shall not be dismissed without just cause. In a case of dismissal, the Employee will be notified in writing of the reasons for the dismissal and given the opportunity to meet with Human Resources and Town Manager (or their delegates) with the assistance of a Steward or Union Representative, if requested, to review the facts outlined in the dismissal letter.

Article 14: Seniority

- 14.01 Seniority is defined as the length of service in the Bargaining Unit. For the purpose of calculating seniority, any period of continuous employment in an occupation or occupations forming part of the Bargaining Unit immediately before the establishment of the Bargaining Unit shall be considered as if it were served within the Bargaining Unit. Length of service shall be defined as time worked since the date of hire and shall include vacations, holidays, and time lost from work due to illness or injury.
- 14.02 The Employer shall post in prominent locations on or about 31 January of each year a seniority list showing:
- a. date upon which each Employee's service commenced,

- b. total seniority as of 31 December of previous year,
- c. vacation and accumulated sick pay entitlement as of 31 December of previous year;

The seniority list shall also be sent to the Union.

14.03 Probationary Period

- a. Newly hired Employees shall be on probation from the date of hiring and will not become permanent until they have completed a continuous period of one thousand forty-three (1043) regular hours of work.
- 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.

14.04 Retention of seniority rights during layoff:

- 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 twenty-eight (28) consecutive weeks or leave of absence approved by the Employer.

14.05 An Employee shall lose his or her seniority and employment in the event:

- a. The Employee is terminated and is not reinstated;
- b. The Employee resigns, in writing, and does not withdraw or retract his resignation within five (5) working days;
- c. The Employee retires;
- d. The Employee was absent from work for three (3) working days without notification to the Employer and /or without sufficient cause;
- e. The Employee on layoff is notified by Registered Mail that he or she has been recalled and fails to return to work when not medically unable to so report within five (5) calendar days, or fourteen (14) calendar days if the Employee is required to provide notice to another employer. It shall be the responsibility of the Employee to keep the Employer informed of his or her current address and telephone number;
- f. The Employee has been laid off longer than the maximum time for retention of seniority rights specified in Article 14.05; or

- g. The Employee is absent for twenty-four months or more with no expectation of returning to work in the foreseeable future.

Article 15: Vacancies

- 15.01 When a vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall post notice of the position in key work locations. 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.
- 15.02 Such notice referred to in Article 15.01 shall contain the following information: duties of position, essential qualifications and educational level required, including knowledge and abilities, skills, normal scheduling pattern (for information only), wage rate and date of posting.
- 15.03 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 and ability to perform the work.
- 15.04 If no qualified Employee applies for a posted vacancy, the Town may at its discretion appoint the senior applicant who does not possess the required essential qualifications but is likely to achieve those qualifications prior to filling the vacancy.
- 15.05 Effective 1 January 2019, should a Seasonal Employee as defined in Article 1.02 (f) work 1720 or more regular 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. If the Seasonal Employee is retained longer than planned to cover a vacancy or vacancies caused by the temporary absence of a full-time employee, hours worked covering a temporary vacancy shall not count towards the regular 1720 hours. The Union shall be notified when Seasonal Employees are retained beyond 1720 hours. If a full-time position is posted under this article, the senior Seasonal Employee in the affected classification who is willing to become full-time shall be appointed.
- 15.06 The Town shall post the name of the successful applicant on bulletin boards.
- 15.07 Should the Employer decide not to fill an open position or a position that is scheduled to become open (e.g. when an Employee is scheduled to retire), the Town shall advise the Union of its decision.
- 15.08 Return to former position
 - a. If the successful applicant to a posted position is found to be unsuitable or cannot continue in the position for medical reasons within eight (8) weeks of appointment 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 their former position without loss of seniority.

- b. If the successful applicant notifies the Town within eight (8) weeks of appointment that they feel they cannot continue in the position, the Town may permit the successful applicant to return to their former position in the same manner as (a) above, in which case the runner-up from the original job bid may be appointed to the position, provided they have the knowledge, skill, and ability to perform the work.
- 15.09 When the Town wishes to make training available to Union Employees, it may post notice of the opportunity on bulletin boards showing the nature of the training (subject and materials to be covered), time, location, duration, and prerequisite qualifications. The Town will select from the applicants for the training based on the likelihood of using the skills or knowledge in their work, and where this is relatively equal, will give preference to senior applicants. Nothing in this provision limits the right of the Employer to require Employees to attend mandatory training.

Article 16: Job Security

- 16.01 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.
- 16.02 In the event of a layoff, the Employee(s) with the least seniority in the affected classification shall be displaced from that position. If such displaced Employee possesses the knowledge, ability and skills to perform another Bargaining Unit job in that same department (i.e. Works or Parks and Recreation) held by a junior Employee, the Town shall assign him or her to the best-paying job to which his seniority may entitle him or her. Displacements may occur in the same manner until an Employee unable to secure a position in that department is laid off.
- 16.03 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 at the time of such amalgamation or regionalization of services.
- 16.04 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.
- 16.05 Seasonal Employees shall be given ten (10) working days' notice of layoff, (or pay in lieu) except in cases
- a. when the Employee was notified of his expected layoff date at the time of hire or recall;
 - b. when the Employee was hired or recalled for a specific task, such as (but not limited to) vacancy or vacation relief; or
 - c. when layoff results from weather, breakdown, or other circumstances beyond the control of the Employer.
- 16.06 The Employer agrees to pay the medical and life insurance premiums for an Employee who is laid off for one (1) month after the month in which the Employee is laid off.

16.07 No new Seasonal Employees shall be hired until those Seasonal Employees laid off for a period not exceeding twenty-eight (28) weeks have been given an opportunity of recall.

16.08 **Loss of License**

- a. If a full-time Employee whose job requires holding a valid driver's license loses their license because of a disability, the Employer shall attempt to accommodate the Employee to the point of undue hardship. Where the disability is temporary, the Town may grant a leave of absence without pay for up to twenty-four (24) months if accommodation at work is not possible without undue hardship.
- b. If a full-time Employee loses their driver's license for no more than fourteen (14) months due to a vehicular offense and provided that the Employee notifies the Town of the loss of the license before operating any Town vehicle requiring a license, the Town may reassign the Employee to other work or if it chooses not to do so shall permit such Employee to take a leave of absence without pay for the duration of the license suspension. A leave of absence under this provision will be granted no more than once to the same Employee.

Article 17: Hours of Work

17.01 Regular hours of work are 40 hours per week divided into five equal "workdays" between the hours of 5 AM and 11 PM.

- a. From 1 May to 31 August, Employees other than students will be scheduled normally from Monday to Friday, although alternate schedules may be established by agreement with the affected Employee(s).
- b. From 1 September to 30 April, the Town may for operational reasons (e.g. arena and rink operations) schedule Employees to a normal week other than Monday to Friday.

17.02 Employees will be entitled to one half hour unpaid meal breaks after every four-hour period. During every four-hour period, Employees will be entitled to a 15-minute paid break to be taken at their workplace or as otherwise permitted by management.

17.03 Seasonal Employees scheduled to work must be given forty-eight (48) hours' notice if the Employer intends to cancel their shift. If the Employee is not given forty-eight (48) hours' notice they shall be paid for all hours scheduled.

17.04 Call Back- A "call in" occurs when an Employee is contacted by the Town at a place other than the workplace to perform work, on less than twenty-four (24) hours' notice at times other than the Employee's regularly scheduled shift but does not include work performed before an Employee's regularly scheduled shift. Any Employee who receives a call-in will be guaranteed the greater of the time worked at applicable rates or four (4) hours at straight time.

There shall be no pyramiding of the minimum call-in period in the event of two or more call-ins.

17.05 Standby Duty

- a. As it deems necessary, the Employer may assign Employees in a classification to standby duty when they are not otherwise scheduled to work. Employees assigned to standby duty shall be paid a standby allowance of \$20 a day, subject to this article. In order to be eligible for standby duty, an Employee must be able to report for work within forty-five (45) minutes under normal winter conditions (unless a longer response time is approved by the Employer).
- b. When assigned to standby duty, Employees must remain available by phone, must respond to calls, and must report promptly for work when called in.
- c. 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 **or she** 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 any day of standby duty on which he cannot report if called so that the Employer may assign an alternate person to standby duty if required. An Employee thus unable to work shall not be entitled to standby pay for each day on which he is unable to report if called
- d. Standby pay is not paid during an Employee's vacation.
- e. 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.
- f. If an Employee who is on standby duty fails to report to work when asked to do so or is not available to be contacted, a reasonable explanation is required. Failure to justify a failure to report from standby or failure to remain available for contact may be cause for disciplinary action.
- g. If called into work from standby duty, the normal call-in provisions of Article 17.04 will apply.

Article 18: Overtime

- 18.01 Time worked in addition to the regular eight-hour (8) shift shall be paid at the rate of one and one-half (1.5x) times the regular hourly rate. Full-time Employees may be granted time off in lieu of overtime. Alternate arrangements may be made by mutual agreement of the Employer and Employee.
- 18.02 Notwithstanding Article 18.01, Seasonal Employees will be paid 1 ½ times their regular hourly pay rate for time worked after forty (40) hours in a week.
- 18.03 Overtime shall be distributed on an equitable basis among qualified Employees.
- 18.04 Banking of Overtime - If mutually agreed by the Employer and Employee overtime may be banked in lieu of paid. Banking of hours shall be limited to a maximum of eighty (80)

hours straight-time equivalent. Banked overtime must be used before the end of the calendar year and if this cannot be done it will be paid out before year end. Use of banked time shall be approved by the appropriate manager. 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*.

Article 19: Paid holidays

19.01 The following shall be paid holidays at the Employee's regular hours and rate of pay provided the Employee has been employed for at least ninety (90) days during the twelve (12) calendar months.

- a. New Year's Day
- b. Family Day
- c. Good Friday
- d. Easter Monday
- e. Victoria Day
- f. Canada Day
- g. New Brunswick Day
- h. Labour Day
- i. Thanksgiving Day
- j. Remembrance Day
- k. Christmas Day
- l. Boxing Day
- m. All other days proclaimed by Government as a paid holiday applicable to Employees of the Town.

19.02 Payment for Holidays

- a. If a paid holiday as specified in Article 19.01 falls on a normally-scheduled day for an Employee and the Employee is not required to work that day, he or she shall be paid a holiday allowance equivalent to eight (8) hours at the Employee's straight time hourly rate.
- b. If a paid holiday falls 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 Employer. Failing mutual agreement, the Employee shall be paid the holiday allowance as calculated in (a) above in lieu of the other day off.
- c. If an Employee works on a paid holiday as specified in Article 19.01 other than Christmas Day or New Year's Day, he or she shall be paid one and half times (1.5x) the Employee's regular hourly rate for straight time hours worked on that day and two times (2x) their regular hourly rate for overtime hours worked on that day. In addition to such payment for time worked, the Employee shall be granted another day off with pay at a time mutually agreed between the Employee and the Employer. Failing mutual agreement, the Employee shall be paid the holiday allowance as calculated in (a) above in lieu of the other day off. In the case of Christmas Day or New Year's Day, he or she shall be paid two times (2x) their regular hourly rate for all hours worked, in addition to the day off in lieu or holiday allowance as described above.

- d. 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.
- e. Payment of the holiday allowance under this article is subject to the following conditions:
 - i. The Employee works their full scheduled shift before and their full scheduled shift after the paid holiday unless the Employee has justified the absence on such shift; and
 - ii. If the Employee was required to work on the paid holiday, the Employee works the full period he or she was required to work.
- f. Notwithstanding (a), (b), or (c) above, Seasonal Employees shall be paid an amount equivalent to four per cent (4%) of their wages as defined in the *Employment Standards Act* in lieu of the holiday allowance.

Article 20: Vacations

20.01 Vacation Entitlement

- a. Paid annual vacation shall be based on continuous years of employment. During a paid vacation the Employee will be paid eight (8) hours at their normal rate of pay for each day of vacation. Vacation time shall continue to be accumulated for up to four (4) months for a full-time Employee on an approved leave of absence for sickness or injury. (For other types of leave, vacation time will not accrue). The vacation year will run from January 1st to December 31st:
 - i. First partial year of employment — 1 day per month to a maximum of 10 days;
 - ii. 15 days - in the calendar year in which an Employee completes 1 year of employment;
 - iii. 20 days - in the calendar year in which an Employee completes 8 years of employment;
 - iv. 25 days - in the calendar year in which an Employee completes 18 years of employment.
- b. Seasonal Employees shall be paid a percentage of wages in accordance with S.26(1) of the *Employment Standards Act* in lieu of paid vacation under (a) above.

- 20.02 Should a paid holiday be observed during the vacation period of an Employee entitled to paid vacation, the affected Employee shall be granted an additional vacation day with pay at a time mutually agreed between the Employer and Employee.

- 20.03 An Employee entitled to paid vacation under Article 20.01 (a) whose employment terminates before he or she has had the paid vacation to which entitlement was accrued shall be paid an amount representing the pay for vacation time to which entitlement was accrued but not taken.
- 20.04 An Employee entitled to vacation under Article 20.1 (a) shall be entitled to receive up to two (2) weeks of their vacation in an unbroken period at a time approved by the Town. 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 annual vacation requests must be submitted to the Town by April 1st each year, after which the Town shall post the vacation schedule by May 1st. Once posted, schedules shall not normally be changed however a full-time Employee may cancel his/her vacation with two weeks written notice. By August 1st of each year, Employees may submit vacation requests for remaining unbooked vacation entitlement, and the Town will post the revised vacation schedule by September 1st. Unbooked vacation may be taken at times agreed to by the Town. Town reserves the right to schedule vacation when an Employee has not requested his or her full entitlement. Subject to the Employment Standards Act, vacation remaining unused and not carried over to the next vacation year will be lost.
- 20.06 A maximum of five (5) days unused vacation may be carried over to the following year.
- 20.07 If an Employee entitled to vacation under Article 20.1 (a) is called back to work during their vacation, they shall receive one and half (1 1/2) times their hourly rate for each hour worked during their vacation period. The Town shall reschedule all vacation days on which work was performed.

Article 21: Sick Pay and Absences

- 21.01 Non-probationary Employees who are necessarily absent from work due to illness or injury not compensable by WorkSafeNB may receive sick pay in accordance with this Article 21.
- 21.02 Full-time Employees shall accrue 1.5 days of sick pay per month, to a maximum accrual of 150 days of sick pay. Seasonal Employees shall accrue 0.5 days of sick pay per month.

The full amount of any sick day holdings from the period before this collective agreement came in force shall be converted to sick days under this Article, up to the maximum accrual.

A part-day absence where sick pay is used to reimburse for lost time shall result in the use of sick pay rounded to the next higher half-day. For example, a two-hour paid absence will consume a half-day of sick pay, and a six-hour paid absence will consume a full day of sick pay.

- 21.03 A record of the accrued and used sick pay shall be kept by the Town and Employees may request to be shown the record.

- 21.04 When an Employee is given leave of absence without pay for any reason, or is laid off, the Employee shall not accumulate sick pay but shall retain his or her cumulative credit, if any, existing at the commencement of the absence.
- 21.05 During January of each year, the Employer shall advise each Employee in writing of the amount of sick pay accrued to their credit as of the preceding December 31st.
- 21.06 An Employee who will be absent or late due to illness or any other reason will be required to:
- a. Notify the Town prior to the start of the scheduled shift in the manner required by the Town; and
 - b. Give an explanation for the absence, which in the case of illness will not require sharing diagnostic information but may require an explanation of limitations. In the case of medical absences, this explanation may be provided to Human Resources.
- 21.06 The Town, on the authority of the Town Manager or Human Resources, may require an Employee claiming absence due to illness or injury to support the need to be absent by means of a medical certificate. The Town shall pay any reasonable fee charged for the certificate.

Article 22: Leaves

- 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 and where such absence will not interfere with operations. Such request shall be submitted in writing and approved by the Town prior to the commencement of the leave.
- 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 five (5) working days effective at midnight on the day of the death.
 - b. Immediate family is defined as father, mother, brother, sister, spouse, common-law spouse, child of the Employee, father-in-law, mother-in-law, step-children or step-parents of the Employee.
 - c. A period of three (3) working days' bereavement leave, with pay, shall be granted to any Employee covered by this Agreement when a death occurs of a sister-in-law, brother-in-law, grandparents, grandchild, niece or nephew, provided such days are normal working days.
 - d. One (1) working days' bereavement leave, with pay, shall be granted to any Employee covered by this Agreement when a death occurs of an aunt or uncle.
 - e. Time required to attend a funeral as a mourner, may be granted by The Town to any Employee covered by this agreement. Time must be approved in advance and will be unpaid.

- f. Any Employee entitled to payment due to bereavement leave shall receive their regular rate of pay.

22.03 Leave of Absence for Union Functions

- a. With at least two (2) weeks' written notice, an Employee elected or appointed to represent the Union at conventions may be granted leave of absence with pay, reimbursed by the Union, to attend such conventions. Leave is subject to operational requirements.
- 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 - Leave of absence with pay shall be granted for an Employee's pre-scheduled medical or dental appointments, provided the Employee has made every effort to arrange such appointment outside normal working hours. Such leave shall not be unreasonably requested or unreasonably withheld. Should abuse of this policy be suspected, Employees may be required to provide proof of such appointments.

22.05 Jury Duty – Any Employee required to perform jury duty on a working day will be released, unpaid to serve. The Employee will be required to show proof of jury duty service.

22.06 The Employer will provide leaves in accordance with the Employment Standards Act, except as otherwise expressly provided in this collective agreement. Notwithstanding this article, the Town's current policy dated 31 March 2017 on maternity and child care leave shall continue to apply to Employees while this collective agreement remains in force.

Article 23: Wages and allowances

23.01 The Employer shall pay wages in accordance with Schedule "A" attached hereto and forming part of this Agreement. Every pay period, each Employee shall be provided with an itemized statement of his or her wages and deductions. The wage classifications in Schedule "A" are not a determination of the full extent of the work performed by each Employee.

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

23.03 Temporary assignments

- 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 Town business shall be at the rate as set by Council from time to time.
- 23.05 **Retirement allowance** - for each five (5) years of service permanent full-time Employees will be paid an amount equivalent to four (4) weeks wages at their regular rate at the time of retirement to a maximum of twenty-six (26) weeks. This amount will be prorated for service of less than five (5) year increments. This allowance will be paid only to Employees who retire after the age of 55 under the Town's pension plan.
- 23.06 **Clothing** - The Union and the Employer will establish a committee of two representatives of each Party to discuss and propose to the Employer by 15 March 2019 a program for Employee clothing.
- 23.07 **Meals** - A meal allowance of \$17 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 an unpaid meal period uninterrupted of thirty (30) minutes to permit time to eat the meal.

Employees required to work unscheduled overtime on a Saturday or a Sunday, in excess of four (4) hours but fewer 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 26: Group Benefits

- 26.01 The Town shall maintain a group health insurance policy for qualified Employees.
- 26.02 The Employer shall pay one hundred percent (100%) of the premiums for the medical, dental and life insurance plans.
- 26.03 The Employer agrees to provide group health and dental insurance for bona fide retired full-time Employees and their spouses (and dependants as per the plan) to their 70th 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.
- 26.04 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.
- 26.05 The Employer agrees to maintain an Employee Assistance Program (EAP) during the term of the contract.
- 26.06 The Employer shall pay fifty percent (50%) of a gym membership to all full-time Employees.

- 26.07 Subject to the terms of the respective plans, Seasonal Employees will participate in the pension plan and the plan for the following benefits: health and dental, life insurance, dependent life insurance, accidental death and dismemberment insurance, and access to the Employee Assistance Program.

Article 27: Health and Safety

- 27.01 It is mutually agreed that the Employer and Union shall cooperate to establish and maintain a safe and healthy work environment and agree to cooperate with the continuing objective to eliminate health, safety, and environmental hazards in order to prevent injury or illness. A Joint Health and Safety Committee (JHSC) shall be established, in accordance with the provisions of the Occupational Health and Safety Act. Committee members will not suffer any loss of pay while attending committee meetings.

The JHSC will be made up of members nominated by the Town and by the Union. The number of members will be based on legislative requirements, with a minimum of two (2) Employees from both the Union and the Town.

The JHSC shall:

- a. Be involved in the establishment and enforcement of policies involving safety;
 - b. Maintain an appropriate bulletin board for the exclusive use of the safety committee;
and
 - c. Post minutes of all safety committee meetings on bulletin board.
- 27.02 The Employer shall continue to make reasonable provisions for the health and safety of its employees during their hours of work. Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer. It is further agreed that a Union safety representative may accompany a Safety Officer from WorkSafeNB on inspection tours.
- 27.03 The Employer recognizes its responsibility to ensure that Employees are properly trained and instructed to work on any job or operate any piece of equipment.
- 27.04 The Employer, the Union and its Employees shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations.
- 27.05 The Employer shall not discharge, discipline or threaten to discharge or discipline any Employee by reason that the Employee sought the enforcement of the *Occupational Health and Safety Act*, the regulations, an order or has acted in compliance with the *Occupational Health and Safety Act*.
- 27.06 In accordance with the Occupational Health and Safety Act, the Employer shall establish a code of practice to ensure, so far as is reasonably practicable, the health and safety of an Employee who works alone at any time from risks arising out of or in connection with the work assigned.

- 27.07 The Town 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 as may be required by law.

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 28: Accommodation of Disability

- 28.01 The Employer shall provide work for any Employee who is unable to perform his or her normal duties in accordance with the *Human Rights Act*. Special terms and conditions may be agreed upon by the parties.

Article 29: No Strike or Lockout

- 29.01 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 30: Contracting Out

- 30.01 No Employee shall be laid off or have their regular hours of work reduced as a result of contracting out.

Article 31: Term of Agreement

- 31.01 This Agreement shall be in effect from January 1, 2019 until 31 December 2021 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.
- 31.02 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.
- 31.03 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.
- 31.04 Copies of Agreement - The Employer shall provide each Employee with a copy of this Collective Agreement, and the Union will be provided with an electronic copy.

SCHEDULE A

1. The terms of this collective agreement shall not be applied retroactively.
2. Employees will continue to be paid at their pre-collective agreement wage rates from 11 April 2018 until 31 December 2018 inclusive.
3. The following is the hourly wage schedule for the period 1 January 2019 through 31 December 2021 inclusive.
4. The individual application of this Schedule A is detailed in Letters of Agreement.

	Effective 1 January 2019	Effective 1 January 2020	Effective 1 January 2021
Classification	\$/hour	\$/hour	\$/hour
Mechanic	31.41	32.03	32.67
Foreman	29.71	30.31	30.91
Operator 3/Lead Hand	28.63	29.20	29.79
Works Labourer	19.93	20.33	20.74
Operator 2	24.86	25.35	25.86
Operator/Labourer	24.28	24.76	25.26
Parks Operator	25.80	26.31	26.84
Horticulturalist	25.80	26.31	26.84
Rink Operator	24.29	24.77	25.26
Rink Attendant	19.93	20.33	20.74
Seasonal Employee (75% of regular classification or amount at right)	15.22	16.89	18.57

Letter of Agreement re Appointment from Seasonal to Full-Time Status

It is agreed that:

- a. Jamie Richard will be appointed as a full-time Rink Attendant at the Schedule A rate effective 1 January 2019; and
 - b. Scott Henry will be paid at a personal rate of \$16.07 effective 1 January 2019. This rate is 2% above his current hourly rate. Effective 1 July 2019 he will be appointed as a full-time Rink Attendant at the Schedule A rate.
-

Letter of Agreement re Transition to Collective Agreement Job Rates

This letter is to establish transitional provisions for existing Employees moving from their current wage rates to the job rates established under Schedule A of this collective agreement.

- a. The table below shows the rates of Employees who will move to Schedule A rates incrementally over the term of the collective agreement. Where there is a conflict between these rates and the Schedule A rates for these Employees, the rates below take precedence.

Employee	Classification	Effective 1 January 2019	Effective 1 January 2020	Effective 1 January 2021
Andrea Snow	Horticulturalist	24.87	25.85	26.83
Steve Johnston	Operator / Labourer	21.07	23.16	25.26
Brandon Scott	Operator 3	26.72	28.26	29.79
Sean Henry	Rink Operator	22.67	23.97	25.26

- b. The following Employees are assigned to the classification of Operator 3 effective 1 January 2019: Darin Paquette, John Beyea, Randy Noftell, and Brandon Scott.
-

SIGNED, SEALED AND
DELIVERED
In the presence of :

in the presence of:

Rothestay

Dr. Nancy Grant, Mayor

Mary Jane Banks, Clerk

Canadian Union of Public Employees
Local 5369

Bernie Desmond, President

Thomas Robichaud

John Rolf

Stephen Johnston

David Perkins, CUPE
National Representative