

COLLECTIVE AGREEMENT

BETWEEN

TOWN OF ST. STEPHEN

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL UNION NO. 770**

January 1, 2018 to December 31, 2022

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THIS AGREEMENT made and entered this 31st day of October, 2018.

BETWEEN: THE TOWN OF ST. STEPHEN, New Brunswick, hereinafter referred to as the
"Employer",

of the first part;

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO. 770,
hereinafter referred to as the "Union",

of the second part.

PREAMBLE

Whereas it is the desire of both parties of this Agreement to maintain harmonious relations and settled conditions of employment between Employer and Union, to promote co-operation and understanding between the Employer and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scales of wages, to encourage efficiency in operation, and to promote the morale, well-being and security of all the employees in the bargaining unit of the Union, now, therefore, this Agreement witnesseth that the parties each with the other agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.01 (a) Regular Employee - is a person hired on a permanent basis and has completed his/her probationary period, and who is contributing to the Municipal Pension Plan and may be employed on a full-time or part-time basis.
- (b) Casual employee - is a person hired in a temporary or seasonal capacity, except students and people employed under employment incentive programs.
- (c) It is agreed between the parties that individuals hired under employment incentive programs shall not be used to do work of the bargaining unit while employees are on lay-off.
- 1.02 Probationary period for regular employees - is that period of employment of four (4) months from date of hire, which by mutual agreement of the parties may be extended to six (6) months, during such period the employee shall be covered by this Collective Agreement with the exception of the right to recourse to the grievance procedure for the purpose of dismissal.
- 1.03 Emergency - means something that was not known twelve (12) hours before its occurrence.

- 1.04 "Department" - In this Agreement, "department" means either Fire, Public Works, Parks and Recreation Departments or **Garcelon Civic Center**.
- 1.05 Vacancy - when a position that is subject to the application of 11.03 and held by a regular employee becomes vacant because of retirement, transfer to another position, terminated for just cause, employee quits or employee becomes disabled and cannot do his/her job

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

- 2.01 The Employer or anyone authorized to act on its behalf shall recognize the Local No. 770, chartered by the Canadian Union of Public Employees of the Town of St. Stephen **as the bargaining agent for all employees employed by the Town of St. Stephen in such job classifications listed under the title "Classification" in Appendix A" attached hereto, in addition to those classifications at the Garcelon Civic Center, that fall within the scope of the bargaining unit.**
- 2.02 No other agreements - No employees shall be required or permitted to make any written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.
- 2.03 Application of Agreement - This Agreement applies to and is binding on the Union, the employees, the Employer and its agents.
- 2.04 New Classification - If a new classification comes within the scope of the bargaining unit, wage rates shall be negotiated between the parties hereto, but all other conditions and terms of this Agreement shall apply. Should negotiations fail to achieve agreement, the Parties hereby agree to submit wage rates only to binding arbitration.

ARTICLE 3 - MANAGEMENT'S RIGHTS

- 3.01 All functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 3.02 Without limiting the generality of the foregoing, it is agreed that the Employer has the exclusive right to:
- (a) hire, transfer within the department;
 - (b) discharge, discipline and demote for just cause;
 - (c) classify, promote and assign employees;
 - (d) to be the judge of the qualifications of employees;

- (e) to determine the numbers and jobs of employees required from time to time consistent with proper public services;
- (f) to maintain order, discipline and efficiency;
- (g) to determine schedules, methods, sequences and locations of operations.

The Employer shall exercise its rights consistent with the terms of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through grievance and/or arbitration.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Parties agree that there shall be no discrimination exercised or practiced against either party by the other as prohibited by the *Human Rights Act*.

ARTICLE 5 - LABOUR-MANAGEMENT RELATIONS

5.01 **Establishment of Committee**

For the efficiency of the service it is agreed by both parties to this Agreement that a Labour/Management Committee be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer, of which one (1) shall be a member of Council for the Employer. The first meeting of the Committee shall be called within thirty (30) days following the signing of this Agreement.

5.02 **Functions of Committee**

The Committee shall concern itself with matters of the following nature:

- (a) Considering constructive criticism of all activities so that better relations shall exist between the Employer and employees;
- (b) Increasing operating efficiency by promoting co-operation in effective economy moves;
- (c) Improving of service to the public;
- (d) Reviewing suggestions from employees;
- (e) Promoting education and training of staff;
- (f) **Workplace Harassment and Workplace Violence policies of the Town of St. Stephen as they exist, are modified or created as the case may be.**

5.03 **Meetings of Committee**

The Committee shall meet every six (6) months or at the request of either side, whichever is sooner.

- 5.04 The responsibility for setting up this Committee will be left with the Chief Administrative Officer for Council and the President of Local 770 for the Union.

- 5.05 The parties agree that employees attending committee meetings established under Article 5 (Labour/Management Relations) shall not suffer any loss of wages or benefits if such meetings are held during the employees' hours of work, nor will employees who attend such meetings which are held outside the employees' hours of work be compensated for attending such meetings.

ARTICLE 6 - UNION SECURITY

6.01 Union Shop

All employees covered by this Agreement shall, upon entering employment, become and remain members of the Union as a condition of employment.

6.02 Check Off

(a) The Employer shall deduct monthly dues from all employees covered by this Agreement. The monies so deducted from the wages of the employees shall be forwarded to the Treasurer of the Union on a monthly basis. The Employer shall forward a complete list showing names from whom deductions have been made each month, and in the following months shall forward a list showing additions and deletions.

(b) The Employer shall, on an annual basis, provide the Union with an updated list of regular and casual employees, which will include the following information: current address, phone number(s), and e-mail address as provided to the Employer.

(c) The Union shall indemnify and save the Employer harmless against any liability that may arise out of or by reason of the Employer's compliance with this article.

6.03 Representative of National Union

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

ARTICLE 7 - NEW EMPLOYEES TO BE ACQUAINTED WITH UNION

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

7.02 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new

employee with the benefit and duties of union membership and his/her responsibilities and obligations to the Employer and the Union.

- 7.03 New full-time employees shall start their employment at ninety (90%) percent of the regular rate of pay until successful completion of four (4) months of employment, and then they shall receive the normal rate of their classification.**

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01** Where an employee feels himself to be aggrieved by the interpretation or application in respect of him of a provision of a regulation, by-law, direction, or other instrument made or issued by the Employer, dealing with terms and conditions of employment, or an alleged violation of any of the provisions of this Agreement by the Employer, or, as a result of any occurrence or matter affecting his terms and conditions of employment in respect of which no administrative procedure for redress is provided and, where the employee has the written consent of the Union respecting any grievance relating to the interpretation or application of this Agreement, the following procedure shall apply:

Step One

Within ten (10) calendar days after the alleged grievance has arisen the employee may present his grievance in writing to their **Department Head**. If the employee does not receive a reply or satisfactory settlement within ten (10) calendar days from the date on which he presented his grievance at this level, he may proceed to Step Two.

Step Two

Within ten (10) calendar days from the expiration date referred to in Step One, the employee may present his grievance in writing to the **Chief Administrative Officer or their appointed designate**. If the employee does not receive a satisfactory settlement of his grievance within ten (10) calendar days of presenting his grievance at this level, he may refer the grievance to arbitration as provided for in Article 9 within twenty (20) calendar days from the date on which he should have received a reply or satisfactory settlement of the grievance.

- 8.02** The Employer or the Union shall have the right to file a general policy grievance which shall be filed at Step Two of the grievance procedure. **In the event the Employer is filing the grievance, the grievance shall be delivered to the Union President or designate. Where a policy grievance is filed, the parties shall adhere to the processing timelines outlined in Step Two above.**

- 8.03 Any matter giving rise to a dispute directly between the Union and the Employer shall be processed at Step Two of the grievance procedure within twenty (20) days of the occurrence thereof.
- 8.04 The parties may mutually agree to extend the time limits herein.

ARTICLE 9 - ARBITRATION

- 9.01 The provisions of the *Industrial Relations Act* governing the arbitration of grievance shall apply to grievances lodged under the terms of this Agreement.
- 9.02 In any case, including cases arising out of any form of discipline or the loss of any remuneration, benefits, or privilege, the Board of Arbitration shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, as the Board may determine appropriate to finally settle the issues between the Parties, and may give retroactive effect to its decision.
- 9.03 The parties to this Agreement may by mutual consent agree to a one member Board of Arbitration, which shall have the full powers as outlined in Article 9.02.

ARTICLE 10 - SENIORITY

- 10.01 Seniority shall be total service from date of permanent employment.
- 10.02 An employee shall only lose his seniority for the following reasons:
- (a) dismissal for just cause;
 - (b) he voluntarily leaves the service or resigns in writing;
 - (c) he fails to return to work after having been absent without leave or having been notified in writing by the Employer by personal contact or registered mail that employment is available, and if a satisfactory explanation is furnished within five (5) calendar days, then 10.02 does not apply;
 - (d) he has been laid off and has not been recalled for a period of 24 months.
- 10.03 (a) When an employee covered by this Agreement voluntarily transfers from one department to another within the confines of this agreement, he will lose, after sixty (60) days, his seniority in his original department and shall be given seniority in the department transferred to from the date of transfer.

- (b) However, should an employee be assigned to another department by the Employer, he shall retain his original seniority, unless transferred for just cause.

- 10.04 Seniority lists shall be posted in the respective seniority groups, being Fire Department, Public Works, Parks and Recreation Department and **Garcelon Civic Center** in January of each year at such places where employees whose names appear thereon are employed, and are to be available to all employees. Posting of seniority lists shall be the responsibility of the Chief Administrative Officer. Adjustments are to be made monthly, if necessary. Protests in regard to seniority status shall be submitted in writing. When proof of error is presented by an employee or his representative, such error shall be corrected and when so corrected, the agreed upon seniority date shall be final.
- 10.05 Should an employee covered by this Agreement be transferred to another department by the Employer, the Employee may request, in writing, to revert to their former classification and seniority status within sixty (60) calendar days of his change of classification. **Approval of such requests shall not be unreasonably withheld.**

ARTICLE 11 - BULLETINING OF POSITIONS FOR PROMOTIONS OR ADVANCEMENT

- 11.01 All appointments for vacancies subject to the application of 11.03 of this Agreement, and/or newly created positions in Departments covered by this Agreement, shall be made by the Employer subject to the following procedure:
 - (a) **The Employer shall bulletin within the Union all vacancies or new positions in all Departments covered by this Agreement for at least ten (10) working days. The Employer also agrees to fill such vacancies or new positions within a period of ninety (90) days from the date the vacancy occurs or the date the new position is created. Copies of all such bulletins shall be forwarded to the Secretary of the Union.**
 - (b) In filling vacancies or new positions created, consideration must be given to employees within the bargaining unit, taking into consideration qualifications, ability, merit and seniority. Qualifications, ability and merit being relatively equal, seniority shall govern.
 - (c) The successful employee shall be placed in the vacancy or new position on a trial period of three (3) months. Should the employee successfully complete the trial period the appointment shall become permanent. Should the employee prove unsatisfactory in the position during the trial period or if the employee requests in writing, he/she shall revert to his/her former position without loss of seniority or wages.

- (d) When an employee is successful in obtaining a permanent appointment in (c) above in another department he/she will lose, after three (3) months, his/her seniority in his/her original department and shall be given seniority in the new department from the date he/she commenced working in that department.
- (e) No employee shall be required as a condition of employment to accept a promotion or a new position.

11.02 The Employer and the Union agree to cooperate in the advancement and promotion of present members of CUPE Local 770 in filling vacancies or new positions created. Whenever possible, the Employer agrees to consider assisting employees financially if necessary when employees indicate a desire to take special courses or seminars that are required in meeting the necessary qualifications of any position in the bargaining unit. The Employer will provide the Union with the necessary qualifications required in order to be considered qualified for bargaining unit positions. When the employee attends courses or seminars where there is a financial cost to the Employer other than wages and where such employee fails to finish the courses or seminar successfully, the employee may be required to reimburse the Employer for costs other than wages. Employees attending courses outside of working hours shall not receive any compensation concerning wages.

11.03 The Employer agrees to maintain a minimum of **twenty-seven (27) Regular Employees** at all times during the life of this Agreement.

11.04 (a) The Employer agrees to provide full-time employment for the life of this Agreement for the following **thirteen (13) Regular Employees**.

1. Neil Morrow
2. Walter Cooke
3. Greg Pomeroy
4. Dwayne Richards
5. Alan Booth
6. Tim Devlin
7. Ronald Kinney
8. David Beach
9. Blair Furlotte
10. Randy Bartlett
11. Larry Hovey

12. Kevin Mundie
13. Jennifer Dow

NOTE: as the above listed employees leave the place of employment, no new names will be added.

(b) The parties agree that, should any listed employee **cease to be employed** with the Town during the life of this Agreement, the Employer retains the right not to fill the position, but

only if at least **twenty-seven (27)** regular positions are filled. Should the Employer post any position, it retains the right to determine the classification and the department in which the vacancy will apply.

ARTICLE 12 - HOURS OF WORK

12.01 Fire Department

- (a) The work schedule of the Fire Department shall be based on an average 42-hour week at straight time, shift work applying.
- (b) The regular hours of work for the Firefighter position are based on a forty-two (42) hours work week (i.e. 4 days x 10.5 hours per day). Hours of work are 7:00 a.m. to 5:30 p.m. However, exceptions can be made to accommodate delivery of training, fire prevention activities, special events or projects. Regardless of the activity a day will consist of 10.5 consecutive hours. If the activity occurs during the evening, the hours of work are scheduled between 10 a.m. and 10 p.m. If the activity involves having to work Saturday and /or Sunday, the same hours per day (i.e. 10.5 hours) apply, and Monday and Tuesday are days off. Hours per day are continuous. If the Firefighter covers for one of the Fire Drivers, shift work applies.

12.02 All Other Employees,

- (a) The scheduled work week shall be forty (40) hours from Monday to Friday, inclusive.
- (b) The scheduled workday shall be eight (8) continuous hours exclusive of a lunch period, between the hours of 7 a.m. and 5 p.m. However, normal working hours once established will not be changed without the employee being given 2 weeks' notice.

12.03 (a) The regular work shifts for the Garcelon Civic Center shall be eight (8) to twelve (12) consecutive hours between the hours of 5:30 am and 1:00 am, seven (7) days per week with at least two (2) consecutive shifts scheduled off each week.

(b) The work schedule for the Garcelon Civic Center Maintenance/Custodial Labourers shall be based on an average forty (40) hour work week at straight time, shift work applying.

ARTICLE 13 - TEMPORARY TRANSFERS/ASSIGMENTS

13.01 Where such temporary position is created, it shall not be considered a vacancy.

13.02 No employee shall be forced to accept a temporary transfer or assignment to a newly created temporary position.

- 13.03 An employee accepting to fill a temporary higher paid position shall receive the wage rate of the higher paid position while so employed to do the work of the higher position.
- 13.04 An employee required to fill a temporary position for which a lower rate than that paid for such employee has been established, he shall not suffer any reduction in pay by reason thereof.
- 13.05 It is agreed between the Union and Employer that a temporary transfer or assignment will not be any longer than six (6) months unless agreed to by the Union and the Employer.
- 13.06 It is agreed to by the Employer that a temporary position will cease to exist at the end of the six (6) months unless agreed to as per 13.05 and such position will not be established again unless a period of six (6) months has passed following expiration of the temporary transfer or assignment.

ARTICLE 14 - OVERTIME

- 14.01 (a) All hours worked in excess of the regular hours as stated in Article 12 shall be considered overtime and shall be paid at one and one-half (1½) times the employee's regular rate.
- (b) It is agreed between the parties that employees called out one (1) hour or less before the commencement of the regular hours shall not receive a call out but shall be paid for one (1) hour at the overtime rate of time and one-half the regular wage.
- (c) Overtime shall be compensated by payment of one and one-half (1 1/2) times the employee's rate of pay or one and one-half (1 1/2) times off at the option of the employee. Time off shall be taken at a time mutually agreeable by the parties, otherwise the employee shall be paid for the overtime worked at the applicable rate on the last pay day of December in the current year.
- 14.02 All **regular** employees called upon to work on any holiday as defined in Article 15 of this Agreement will be compensated for all time worked at one and one-half (1 ½) times the regular rate in addition to the regular day's pay allowed for the holiday.
- 14.03 Employees required to work on Saturday and Sunday shall be paid at one and one-half (1 ½) times the regular rate except Fire Drivers, Firefighters and **Garcelon Civic Center employees**, if required to work on Saturday or Sunday.
- 14.04 (a) All overtime will be rotated among readily available employees within their respective classifications.

- (b) Once a crew is assigned to a job that may require working of overtime hours by the employees in the crew that are continuous with the normal regular working hours, such overtime shall not be subject to 14.04(a) above, nor employees not assigned to that crew be entitled to those hours of overtime. This article is not intended to apply to winter snow removal or other winter street maintenance work.

14.05 All employees shall report for work when contacted for overtime unless excused by the Department Head or the Chief Administrative Officer.

14.06 (a) (i) When an employee is required to be on stand-by he/she shall be paid the sum of **\$220.00 for the year 2018; \$230.00 for 2019; \$240.00 for 2020; \$250.00 for 2021 and \$260.00 for 2022.** Stand-by hours shall be from 4 p.m. Thursday until 4 p.m. the following Thursday.

(ii) When a (Fire Driver) employee is required to be on stand-by he/she shall be paid the sum of **\$220.00 for the year 2018; \$230.00 for 2019; \$240.00 for 2020; \$250.00 for 2021 and \$260.00 for 2022.** Pay for stand-by hours shall be considered to cover a seven (7) day period.

(b) Employees of Public Works shall be paid one day's pay for each Statutory Holiday which falls within their week on stand-by, in addition to compensation received in accordance with Article 15.

(c) At the sole discretion of the Employer, an employee may be granted one day off at a later date with pay for each statutory holiday he/she is on stand-by, in lieu of the day's pay provided for in section 14.06 (b) which falls within his/her week on stand-by.

(d) When an employee is required to work on a day that he is on stand-by then the call-out clause shall apply.

(e) It is agreed that Article 14.06 shall apply equally to all employees covered by CUPE Local 770 who are required to be on call for any portion of a holiday.

(f) When an employee is required to be on stand-by, and such employee has not been excused per Article 14.05 and fails to respond to a call, such employee shall not be entitled to stand-by pay for one (1) seven day (7-day) period, granted days off or other pay under this section 14.06.

14.07 Call-out -

(a) When a regular employee covered by this Agreement is called for any time outside his/her regular working hours and reports for duty, he/she shall be paid a minimum of three (3) hours at his/her overtime rate of pay or four and one-half (4 1/2) hours time off

with pay at the employee's option. Time off shall be taken at a time mutually agreeable by the parties. It is agreed that no employee will receive no more than three (3) call-outs of a minimum of three (3) hours each at his/her overtime rate of pay in the same three (3) hour period following the first call-out.

- (b) When a regular employee covered by this Agreement is called out to work outside his/her regular hours of work and reports for duty on July 1, Labour Day, Remembrance Day and Santa Claus Parade Day to erect and remove flags and/or barricades only, he/she will receive a day off with pay in lieu of compensation, at time mutually agreed upon between the Employer and the employee before the end of the calendar year.
- (c) When a regular employee covered by this Agreement is called out to work outside his/her regular hours of work and reports for duty related to International Festival Parade day he/she will receive a day off with pay in lieu of compensation for the first six (6) hours of work. All time worked over and above six (6) hours will be compensated at the rate of time and one-half.

14.08 In the event that an employee is required to take additional training to maintain credentials required by their current position, then the employee shall be paid for the training hours in accordance with this article, if applicable. Every effort should be made by the Employer to train during regular work hours.

ARTICLE 15 - LEGAL HOLIDAYS

15.01 All employees covered by this Agreement (except employees of the Fire Department) shall be granted the following holidays with pay:

New Year's Day
Employee Birthday
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day

New Brunswick Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and all other days approved as public holidays by the proclamation of the Governor-General of Canada, the Lieutenant Governor of the Province of New Brunswick, or the Mayor of the Town of St. Stephen.

15.02 Should any of these holidays fall on Saturday or Sunday, the following Monday shall be considered the holiday.

- 15.03 Regular employees excluding the Firefighter of the Fire Department shall receive eighteen (19.5) working shifts vacation with pay or they shall receive 204.75 hours of pay at their regular rate in lieu of statutory holidays.

When a Legal Holiday falls on a normal working day for the firefighter, the firefighter shall take the day off with pay. If the firefighter is required to work a holiday, the firefighter will be compensated at time and a half for the hours worked. When the firefighter is working as a fire driver and works a holiday, he shall be compensated at the same rate as a fire driver.

ARTICLE 16 - VACATIONS

- 16.01 It is agreed that vacations will be granted if at all possible at the employee's request, with those having the most seniority in the department concerned getting preference. All vacation leave must be applied for in writing, giving dates requested. All vacation leave of five (5) days or more shall be applied for by May 1st of the vacation year. Vacations will be granted as per the following schedule:

- (a) Regular employees with over one (1) year service but less than ten (10) years service, shall receive fifteen (15) days at eight (8) hours each for a total of 120 hours of vacation each year.
- (b) Regular employees with ten (10) years service, but less than twenty (20) years service, shall receive twenty (20) days at eight (8) hours each for a total of 160 hours of vacation each year.
- (c) Regular employees with twenty (20) years service or more shall receive twenty-five (25) days at eight (8) hours each for a total of 200 hours of vacation each year.
- (d) Regular employees of the Fire Department with over one (1) year service but less than ten (10) years service, 144 hours of vacation with pay.
- (e) Regular employees of the Fire Department with ten (10) years service, but less than twenty (20) years service, 192 hours of vacation with pay.
- (f) Regular employees of the Fire Department with twenty (20) years service or more, 240 hours of vacation with pay.

- 16.02 All vacation pay to be regular bi-weekly earnings. Holiday pay, overtime, call out pay, etc. is not included.

- 16.03 Vacation schedules shall be posted by June 1st each year and shall not be changed unless mutually agreed to by the employee and Employer.

16.04 Vacations Carry Over

Requests for carrying forward of unused vacation shall be made in writing no later than November 1st of each year. Employees will not normally carry over vacation credits from year to year. Where such application has been made and approval is granted those credits when paid out shall be at the rate for which they were earned. Addendum: Letter from Union RE vacation credit calculations on retirement.

ARTICLE 17 - LEAVE OF ABSENCE**17.01 Conventions and Education Seminars**

Written requests for leave of absence with pay and without loss of seniority submitted two (2) weeks in advance shall be granted where operational requirements permit. Leaves will not exceed two (2) employees selected or appointed to represent the Union at conventions or seminars at one time. Normally, leave will not exceed six (6) working days each, for two (2) employees or up to a maximum of twelve (12), union leave days per year. The Employer will invoice the union for all time approved and the union shall reimburse the lost wages to the Town of St. Stephen.

17.02 Negotiations with the Employer

The Employer agrees that permission, on notification to the Department Head or his agent, shall be granted to the Chairman of the Grievance Committee and the Shop Stewards in the particular groups of the Union to leave their employment temporarily in order to carry on negotiations with the Employer or its representatives with respect to investigation of a grievance between the Union and the Employer, and they shall suffer no loss of pay for time so spent.

17.03 General Emergency

During a state of general emergency, any employee joining any of the branches of the Armed Forces of Canada, including the Merchant Marines, shall on application be granted leave of absence and on his return to the Employer's employment, shall maintain his seniority rights and be entitled to any general pay increase and maintain his rights of promotion, provided he returns to work with the Employer within three (3) months of the date of discharge from the above mentioned Forces, unless he is classified by Government as wounded.

17.04 Attending Court

In cases in which the Employer is involved, employees who lost time by a reason of being required to attend Court or Coroner's Inquest, or to appear as a witness, will be paid for time so lost.

17.05 Bereavement

(a) In the event of a death in the immediate family (mother, father, **step-parents**, spouse, child) said employee shall be entitled to five (5) regularly scheduled working days bereavement leave with pay.

(b) In the event of a death of a brother, sister, **step-brother**, **step-sister**, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, or grandchild, said employee shall be entitled to three (3) days leave with pay.

(c) Where the burial occurs outside the province, bereavement leave shall include reasonable travelling time not to exceed two (2) days.

17.06 Should an employee covered by this Agreement request leave of absence without pay, same may be granted to a maximum of ninety (90) days, provided the absence of the employee does not interfere with the effective operation of his Department. Should more time be necessary, the employee concerned shall make written request to his Employer for an extension and such extension may be granted at the prerogative of the **Chief Administrative Officer**.

17.07 It is understood by the parties that a day referred to in this article consists of eight (8) hours.

17.08 **Temporary Position**

Where a bargaining unit employee takes a temporary position outside of the bargaining unit, the Employer may return the employee to his or her bargaining unit position at any time during the first six months following the transfer. The employee may also elect to return to his or her bargaining unit position during the first six month period following the transfer. Where the employee returns to his or her bargaining unit position during that time, any bumping and transfers that occurred as a result of the employees transfer will be reversed.

17.09 **Domestic Violence Leave**

a) The Employer recognizes that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

b) Employees experiencing domestic violence will be able to access five (5) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval. A medical report or a confirmation report from police will be provided to verify domestic abuse has occurred, this report will be submitted to the Chief

Administrative Officer. Once an employee has been granted five (5) days of leave under this provision, any future requests will be at the discretion of the Employer.

c) All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

d) The Employer agrees that any time taken under section 17.08 (b) shall not be considered a culpable absence during performance reviews undertaken by the Employer.

ARTICLE 18 - SICK LEAVE

18.01 (a) Employees will receive one and one-half days sick leave per month, eighteen (18) per year, which shall be cumulative from year to year to a maximum of 210 days.

(b) Where an employee is absent for three consecutive days, the Employer may request the employee to provide a medical certificate from his or her personal physician or practitioner and such request must be made during the illness.

(c) When the Employer requests a medical certificate, any costs incurred will be reimbursed to the employee with a receipt.

18.02 On retirement due to disability, or age as stated in "New Brunswick Municipal Employee Pension Plan", or upon the death of the employee, the employee or his/her beneficiary will be paid:

(a) If a member of the Municipal Pension Plan, all outstanding accumulated sick leave at a rate equivalent to his/her rate of pay on retirement to a maximum of two hundred and ten (210) days.

(b) If not a member of the Municipal Pension Plan, then six months retirement leave or his/her remaining accumulated sick leave to a maximum of two hundred and ten (210) days whichever is the greater.

(c) It is agreed all employees in the Fire Driver classification who retire in regard to this article and who receive compensation for their sick leave, such compensation will be calculated at the rate of ten and one-half (10 1/2) hours for each sick day credit the employee has times his rate of pay on retirement.

18.03 All other employees covered by this Agreement on obtaining 35 sick leave credits will allow five (5) days from their accumulation to be added to the established sick leave bank.

- 18.04 Each employee, after giving five (5) days to the sick leave bank will allow one (1) day per annum from his/her sick leave credits to be added to the sick leave bank until contributions collectively result in an accumulation of 250 working days. Employees who have accumulated their maximum credits under Article 18.01, shall have their additional 1½ days allotment they would have received if they were not at their maximum to be credited to the sick leave bank also until contributions collectively result in an accumulation of 250 working days.
- 18.05 The Union shall receive a complete record of days on credit for members individually and total days credited to the bank at the end of each calendar year.
- 18.06 Applications for an allotment from the sick leave bank may be made by an employee who has suffered a major illness or who has suffered an injury which is not compensatory under the Worker's Compensation Act, and shall be subject to the approval of the Union Executive and of the Employer upon production of appropriate medical certificates.
- 18.07 No allotment from the sick leave bank shall be approved unless and until the employee concerned has exhausted his entire annual and accrued sick leave allotment.
- 18.08 Annual Posting
Sick Leave accredited to any member of the bargaining unit shall normally be made available only to them. However, a copy of all accumulated leaves shall be provided also to the Local 770 President or his designated officer, the department head and the Chief Administrative Officer. **Department heads shall be provided a copy of accumulated leaves for employees within their department.**
- 18.09 When an employee terminates his employment, other than that outlined in Article 18.02, the remaining accumulated sick leave credits of that employee shall be transferred to the sick leave bank.
- 18.10 It is understood by the parties that a day referred to in this article consists of eight (8) hours, except for fire truck drivers **or the maintenance/custodial labourer at the Garcelon Civic Center**. When an employee of the Fire Department or the **Garcelon Civic Center** is absent for a shift because of sickness, he/she will be deducted one day of his/her sick leave benefits.
- 18.11 Sick Leave for casual employees shall commence on the signing of this Collective Agreement. For a present Casual Employee who has worked 6 months or longer in the previous year, shall be granted 5 (days) sick leave credits at the date of recall each year. At the end of each recall period each year, the unused days of sick leave credits shall be paid out - on the last pay date of the year or at the end of the recall period. All new casual employees must work 6 months to earn 5 (days) sick leave credits.

ARTICLE 19 - CLOTHING

19.01 Boot Allowances increase shall take effect in 2018 \$235.00; 2019 \$245.00; 2020 \$255.00; 2021 \$265.00 and 2022 \$275.00.

Annual Issues

The following schedule of annual issues of clothing to all regular employees shall apply:

Public Works Department

Pants (4) – Pants of different material may be ordered as long as this does not increase the cost to the Employer.

Shirts (4)

Work Gloves (2 pairs)

Steel-toed boots

Winter jacket/insulated coveralls: jackets shall be provided in even numbered years and coveralls in odd numbered years, value of which shall not exceed \$150.00.

Coveralls (as required)

Rubber gloves (as required)

Rubber boots and rubber clothing (as required)

19.02 Fire Department Clothing Issued as Required

All regular employees of the Fire Department may be issued the following clothing, as required, at the discretion of the Department Head:

Shirts (4)

Ties (2)

Full Uniform (on request)

Cap, summer and winter (1 of each)

Gloves (2 pairs)

Raincoat (1)

Parka

Summer Jacket (1)

Pants (2)

One pair of summer shoes

One pair of winter boots

Coveralls in year one

Insulated coveralls in year two

In each of the first two years of service all Fire Drivers shall be issued a full complement of clothing.

19.03 Date of Issue

Clothing allotments as described in Article 19 shall be available to the employees during the calendar year (January to December).

19.04 Uniform Cleaning

Fire drivers shall have dress uniforms and pants dry-cleaned as necessary, at the Employer's expense, to a maximum of two uniforms or four pairs of trousers per month.

19.05 Return of Clothing

Employees who submit their resignation from employment with the Town within 90 days of receipt of any part of the clothing issue shall, at the request of the Employer, return such items issued within 90 days of the resignation.

19.06 Garcelon Civic Centre Uniforms and Equipment

(a) Civic Centre Aquatic Staff: swim suits to be supplied by the Employer on an as needed basis.

(b) Civic Centre Maintenance/Custodial Staff; one winter coat, steel toed work boots as per annual boot allowance, rubber gloves, work gloves, shirts, and rubber boots supplied by the Employer on an as needed basis. Two (2) pair of pants per year shall be supplied by the Employer.

ARTICLE 20 - SAFETY

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

20.02 A Safety Committee shall be established and be composed of two (2) representatives of the Employer and two (2) representatives of the Union. Both parties in making their appointment shall be motivated by the need of selecting people who will be best capable of promoting safety on the job.

20.03 The Safety Committee shall hold meetings as prescribed in the **Occupational Health and Safety Act** or more often if requested by the Union or the Employer.

20.04 Minutes of all Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union with a copy to the Health and Safety Commission.

20.05 Time spent by employees in performance of their duties during regular hours of work as members of the Joint Safety Committee shall be considered basis of straight time.

20.06 The Employer will maintain its equipment in accordance with Federal and Provincial Safety Regulations and to make reasonable regulations for the safety and health of its employees during the hours of employment and the Union agrees that it will direct its members to use the protective devices and other equipment provided by the Employer for the protection of employees from injury. The Union also agrees that it will encourage its

members to promptly report conditions which might be dangerous to employees and the public and to do all in their power to make the Employer's property and equipment safe, sanitary and dependable.

20.07 Equipment Safety

- (a) While working, no employee shall be required to work under heavy vehicles or equipment while alone.
- (b) No employee shall operate equipment on any project while permanent employees of that classification are available to work.
- (c) Employees of the Town who are not covered by this Agreement shall not operate equipment on any project while employees in the bargaining unit are available to operate. This clause however does not apply to students or casuals hired to work in the recreational area.

ARTICLE 21 - WAGES

21.01 Wage rates shall be in accordance with Appendix "A" which shall be attached to and become part of this Agreement.

21.02 Live Sanitary Sewers

Any employee required by his superintendent to work on a live sanitary sewer shall be paid a premium of \$2.00 per hour for the life of this Agreement, only when the sewer is open. The parties agree that this article does not apply to the classification of Treatment Plant Operator or Assistant Treatment Plant Operator.

21.03 Severance Pay

Except in the case of a discharge for just cause or normal retirement, an employee whose services are terminated by the Employer shall receive two (2) weeks severance pay at his regular rate, or two (2) weeks notice from the Employer, subject to the *Employment Standards Act*.

ARTICLE 22 - EMPLOYEE REDUCTION AND RECALL TO SERVICE

- 22.01 When the number of employees covered by this Agreement is reduced, senior employees will be retained.
- 22.02 An employee whose position is abolished, or who is displaced, shall be entitled to exercise his seniority within his seniority group, displacing a junior employee.
- 22.03 A laid off employee shall be returned to the service in order of seniority when staff is increased, or when vacancies occur in his seniority group, displacing a junior employee.
- 22.04 A laid off employee who fails to report for duty, or give satisfactory reason in writing for not doing so, within seven (7) calendar days from the date of notification by personal service or registered mail to his last known address known to the Employer, shall forfeit his seniority rights, and his name shall be removed from the seniority list.
- 22.05 A laid off employee shall be given preference of employment in filling new positions or vacancies in his own seniority group when laid off employees are available in any such group.
- 22.06 Grievances concerning layoffs and recalls shall be initiated at the final level of the grievance procedure.
- 22.07 **Advance Notice of Layoff**
Unless legislation is more favourable to the employees, the Employer shall notify in writing by registered mail or registered e-mail, employees who are to be laid-off twenty (20) calendar days prior to the layoff. Should an employee not receive written notice for such period of time, the employee shall be paid for that time period.

Note: This article applies to full-time employees only.

ARTICLE 23 - CONTRACTING OUT WORK

- 23.01 No contracting out of work by the Employer which would reduce the regular hours of work of the regular staff of the bargaining unit.

ARTICLE 24 - PROHIBITED CONDUCT

- 24.01 There shall be no abusive, profane or obscene language used by any member of the bargaining unit, or their representative, or the Employer or employer's representative.
- 24.02 Consumption of intoxicating beverages and use of drugs during working hours is strictly prohibited. Any employee under the influence of intoxicating beverages or drugs during working hours shall be subject to discipline.
- 24.03 Injured on Duty
All persons employed in classifications in the Unit shall be covered by the provisions of the *Workers' Compensation Act* of the Province of New Brunswick.
- 24.04 Regular employees covered by the bargaining unit receiving compensation benefits under the *Workers' Compensation Act* for injury on the job shall receive the difference between his regular pay and the benefit that is paid by the Workplace Health, Safety and Compensation Commission during their period of temporary disability.
- 24.05 The absence of an employee who is receiving compensation benefits under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits or vacation credits.
- 24.06 Harassment Policy
All employees shall comply with the Employer's Workplace Harassment Policy as currently in place and as amended from time to time. The Employer shall provide awareness and circulate following the signing of this agreement.

ARTICLE 25 - PENSION PLAN

- 25.01 Any regular employee hired after September 19, 1979 shall, as a condition of employment, join the Municipal Pension Plan.
- 25.02 The Municipal Pension Plan contributions shall be shared on a 50/50 basis between the employee and the Employer.

ARTICLE 26 - MEDICAL AND DENTAL PLANS

- 26.01 The parties agree to strike a cooperative joint committee. The purpose is to review current coverage and its premium rates. Take the current plan to market for Tenders. Seek better rates and or better coverage for the current rates.
- 26.02 The Employer shall implement Medavie Blue Cross or its equivalent, with the Employer and employee contributing on a 50/50 cost-sharing basis.
- 26.03 The Employer shall implement Medavie Blue Cross Dental Plan or its equivalent, with the Employer and the employee contributing on a 50/50 cost-sharing basis.
- 26.04 The Employer agrees should the local membership decide to have a long-term disability plan or a group life insurance plan, they will make the premium deductions from those employees and forward such monies to the carrier of the plan. The employees shall pay 100% of the premiums to have a long-term disability plan and/or a group life insurance plan.
- 26.05 The Employer agrees to pay for medical drugs not covered by the medical plan in Article 26.01, which may be required to guard against diseases and germs employees may come in contact with while working.
- 26.06 Employees who retire early after January 1, 2013, shall be allowed to remain in the Health and Dental Plan to age 65 or 5 years, whichever comes first. However, they shall pay one hundred (100%) percent of the premium costs commencing in the first month following their retirement.

ARTICLE 27 - PAY DATE AND DIFFERENTIAL

- 27.01 The Employer agrees to pay employees on a bi-weekly basis by direct deposit. Each employee shall provide the Employer with such banking information necessary for deposit to be made.
- 27.02 Fire drivers and the Firefighter will receive a shift **differential of 90¢ for 2018; \$0.95 for 2019; \$1.00 for 2020; \$1.05 for 2021 and \$1.10 for 2022** per hour for all hours worked on shifts when half or more of the hours are regularly scheduled between the hours of 4:00 p.m. and 8:00 a.m.
- 27.03 Shift premiums shall be as follows:

Public Works Department/Garcelon Civic Center - After 5:00 p.m. and until start of regular shifts – **70¢** per hour.

Shift premiums are payable in addition to regular earnings and shall be paid for on a basis mutually agreeable to the Union and the Employer. Shift premiums will not be paid for periods of stand-by or call-outs.

ARTICLE 28 - SPECIAL CONDITIONS OF EMPLOYMENT RELATING TO INDIVIDUAL DEPARTMENTS

28.01 Fire Department

Except in cases of emergency, fire truck driving will be done by existing certified employees and minimum call out time will be three (3) hours at time and one-half.

28.02 Transportation of Employees

During inclement weather, if at all possible, all employees in all departments being conveyed from yard to job or vice versa shall be protected from such elements by properly covered mobile equipment.

28.03 Greater Existing Benefits

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed during the term of this Agreement.

28.04 Under normal circumstances the Director of Operations & Labour Relations/Assistant Chief Administrative Officer, Director, Parks, Recreation and Property Management, and the Assistant Director, Parks, Recreation and Property Management will not engage in work normally performed by members of the bargaining unit. However, under some circumstances the above noted may be required to do minimal tasks provided all members of the bargaining unit are working at the time.

28.05 Snow Plow Operators

All drivers who are required to operate trucks with plows shall receive the rate of pay of Operator as set out in Appendix "A" for all hours worked while plowing.

28.06 The Fire Fighter shall be utilized as much as possible to replace regular Fire Truck Drivers.

28.07 The Fire Fighter when working in excess of forty-two (42) hours in any pay period shall be paid at the rate of time and one-half (1½) his/her rate of pay.

28.08 (a) Where a regular Fire Driver is absent from work and unable to perform his regular duties due to illness, vacation, bereavement, lieu time, educational leave, or other leave as may be agreed to by the Union and the Employer, these shifts shall be filled at the discretion of the Fire Chief by **utilizing the Fire Fighter provided the shift(s) can be filled at first without incurring overtime, and can be scheduled accordingly.**

(b) If the shift cannot be filled by the Firefighter, then it shall be available to the regular Fire Driver first, provided it does not result in working a double shift, except in the case of an emergency.

(c) If still not able to fill the vacant shift(s), then it shall be given to the Firefighter at the overtime rate.

(d) The Employer agrees not to use casuals or volunteers to fill vacant shifts.

28.09 The Employer agrees to provide training to the Fire Drivers and Firefighter at no expense to the employee in order to qualify to meet the job requirements.

28.10 When the Firefighter is required to do stand-by he/she shall receive the stand-by rates as regular Fire Drivers for stand-by hours.

28.11 It is agreed between the parties that casual employees will not be employed in the "Foreman" classification. However, where casual employees working in the Department of Parks, Recreation and Property Management are required to supervise students or other non- bargaining unit members, such employees shall receive the rate of pay of the regular Labourer classification.

See Letter of Agreement for application of 28.08.

ARTICLE 29 - TERMS OF AGREEMENT

29.01 This Agreement shall be binding on both parties and remain in effect from **January 1, 2018 to December 31, 2022** provided however that where notice to bargain has been given by either party in accordance with Section 33 of the *Industrial Relations Act* with a view to the renewal or revision of this Agreement or the making of a new agreement, this Agreement shall continue in full force and effect until

(a) a renewal or revision of this Agreement or a new agreement is signed, or

(b) a lawful strike or lock-out occurs in accordance with the provisions of the *Industrial Relations Act*, whichever occurs first.

29.02 Change in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

29.03 Agreement to Continue in Force

Where such notice requests revision only, the following conditions shall apply:

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining, and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms mutually agreed upon, shall unless otherwise specified, shall apply retroactively to the date of **January 1, 2018**.

- 29.04 Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

ARTICLE 30 - INTERRUPTION OF WORK

- 30.01 There will be no strikes, walkouts, slowdowns, picketing, lockouts, or other similar interruptions of work during the period this Agreement is in effect.

ARTICLE 31 - DISCIPLINARY ACTION

- 31.01 Discipline for just cause includes:
- (a) written reprimand
 - (b) suspension with or without pay
 - (c) demotion
 - (d) discharge

An employee shall not be disciplined except for just cause and the employee shall be informed within five (5) working days from such disciplinary action, with written reasons including relevant dates. A copy of such disciplinary action shall be sent to the Union within a seven (7) calendar day period.

- 31.02 A suspension without pay shall be for a specified period, with a maximum period of suspension without pay being ten (10) working days.
- 31.03 The record of an employee shall be struck clean after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or adverse reports. An employee may review his record upon reasonable notice to his Employer of his desire to do so, and may have information from his personal file copied.
- 31.04 Should it be found that an employee has been unjustly suspended, discharged, demoted or has unjustly suffered a financial penalty, such employee shall be immediately reinstated in his former position, without loss of pay or benefits which would have accrued to him had he not been suspended, discharged, demoted or suffered a financial penalty, which shall be paid to him on the pay day following reinstatement.
- 31.05 Where a supervisor or management personnel intend to meet with an employee for the purpose of discussing pending disciplinary action or imposing disciplinary action as per Article 31 – Disciplinary Action, the employee shall be advised at least twenty-four hours

in advance of such meeting in order that he/she may invite a union representative to attend the meeting.

ARTICLE 32 - COMMUNICATIONS BENEFIT

32.01 Combine a) and b) into one article.

The Employer agrees to pay employees in the fire department a benefit of \$500.00 dollars each year in the month of December. This is for the added responsibilities of the communication system. It is understood that should such responsibilities be removed that the \$500.00 dollars will no longer be payable.

ARTICLE 33 - SIGNATURES

33.01 This contract ratified and approved by the Negotiating Committee of the Public Works Department, Recreation Department, Fire Department and Garcelon Civic Centre as to all changes and pay increases listed under Appendix "A".

Dated at St. Stephen, in the County of Charlotte, New Brunswick, this ^{31st} day of **October** 2018, A.D.

FOR THE UNION:

Greg Pomeroy
President

Jennifer Dow
Recording Secretary

David Beach
Witness

FOR THE EMPLOYER

AWG
Mayor

Tom Scowell
Town Clerk

Alison Estey
Witness

Appendix "A" - WAGE RATES

Classification	Current	Jan. 1/18 (\$0.45)	Jan. 1/19 (\$0.55)	Jan. 1/20 (\$0.60)	Jan. 1/21 (\$0.60)	Jan. 1/22 (\$0.70)
Supervisor II	\$26.64	\$ 27.09	\$27.64	\$28.24	\$28.84	\$29.54
Supervisor I	\$25.82	\$26.27	\$26.82	\$27.42	\$28.02	\$28.72
Water Quality Tech	\$26.64	\$ 27.09	\$27.64	\$28.24	\$28.84	\$29.54
T.P. Operator	\$26.64	\$ 27.09	\$27.64	\$28.24	\$28.84	\$29.54
Asst T.P. Operator	\$25.81	\$26.26	\$26.81	\$27.41	\$28.01	\$28.71
Mechanic	\$26.31	\$26.76	\$27.31	\$27.91	\$28.51	\$29.21
Operator/Mechanic	\$25.65	\$26.10	\$26.65	\$27.25	\$27.85	\$28.55
Operator	\$24.98	\$25.43	\$25.98	\$26.58	\$27.18	\$27.88
Operator II Backhoe (Excavating)	\$25.65	\$26.10	\$26.65	\$27.25	\$27.85	\$28.55
Truck Driver	\$24.40	\$24.85	\$25.40	\$26.00	\$26.60	\$27.30
Janitor/Handyman	\$22.45	\$22.90	\$23.45	\$24.05	\$24.65	\$25.35
Labourer	\$22.45	\$22.90	\$23.45	\$24.05	\$24.65	\$25.35
Fire Driver	\$24.98	\$25.43	\$25.98	\$26.58	\$27.18	\$27.88
Fire Fighter	\$24.98	\$25.43	\$25.98	\$26.58	\$27.18	\$27.88
Horticulture Technician	\$25.65	\$26.10	\$26.65	\$27.25	\$27.85	\$28.55
Water Quality Tech I	\$24.98	\$25.43	\$25.98	\$26.58	\$27.18	\$27.88
Water Quality Tech II	\$25.80	\$26.25	\$26.80	\$27.40	\$28.00	\$28.70
Water Quality Tech III	\$26.64	\$ 27.09	\$27.64	\$28.24	\$28.84	\$29.54
M/C Labourer II	\$18.30	\$19.20	\$20.20	\$21.25	\$22.30	\$23.45
M/C Labourer I	\$17.95	\$18.85	\$19.85	\$20.90	\$21.95	\$23.10
Receptionist/ Hospitality Attendant	\$16.15	\$17.05	\$18.05	\$19.10	\$20.15	\$21.30
Life Guard (full time)	\$14.70	\$15.60	\$16.60	\$17.65	\$18.70	\$19.85
Life Guard (casual)	\$14.35	\$15.25	\$16.25	\$17.30	\$18.35	\$19.50

NOTE: This also includes the wage adjustments of \$0.45 per year for Garcelon Civic Center positions.

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1. **Casual employees shall receive 80% of the classification rate for the duties they perform except those that work at the Garcelon Civic Center, whom shall receive 100 % of the classification for the work they perform.**
2. **Student positions: Assistant Lifeguard, Customer Service Attendant, and Student Event Staff are excluded from the Collective Agreement.**

MEMORANDUM OF AGREEMENT

**Between
Town of St. Stephen
And
CUPE Local 770**

CASUAL EMPLOYEES

The parties agree that the following Memorandum of Agreement shall form part of the total Collective Agreement between the Town of St. Stephen, called the Employer, and CUPE Local 770, with regard to the working conditions of casual employees employed by the Town of St. Stephen, other than students and people employed under employment incentive programs.

Article 1

Casual employees shall not, in any way or at any time, be used so as to reduce the normal working hours or the number of regular employees in the departments.

Article 2

The Employer agrees to offer all overtime work to available regular full-time employees in the departments. If the Employer requires work to be performed outside the regular hours of work, such work shall be performed by the regular full-time employees pursuant to the overtime rate of the Collective Agreement, except as provided for in 14.04(b).

Article 3

All casual employees covered by this Memorandum shall be part of the Union and shall be covered by Article 6 - Union Security of the Collective Agreement.

Article 4

The probationary period for casual employees shall be four (4) months from date of initial hiring, which by mutual agreement of the parties may be extended to six (6) months. During such period the employee shall be covered by this Memorandum of Agreement.

Article 5

Casual employees shall earn seniority calculated on the hours worked within their respective classifications. Casual employees shall be laid off and recalled within their classifications based

on qualifications, ability and seniority. Qualifications and ability being equal, seniority shall govern. Casual employees shall lose their earned seniority if laid off for more than twenty-four (24) months.

Article 6

A casual employee cannot use his/her seniority to bump a full-time employee at any time.

Article 7

Casual employees shall not be used to do stand-by in the Public Works Department.

Article 8

The Employer agrees where casual employees are scheduled or called in to work, they shall be scheduled or called in for a minimum of three (3) consecutive hours. However, all qualified permanent employees shall be used to operate equipment prior to such work being done by casual employees.

Article 9

Casual employees shall receive holiday pay and vacation benefits as per the provincial legislation. Casual employees may request a leave of absence without pay for the purpose of vacation up to (5) five consecutive days, and such leave will not unreasonably be denied.

Article 10

Casual employees who cannot report to work because of sickness shall be considered on approved leave of absence without pay. *Subject to New Article 18.11*

Article 11

- (a) Casual employees shall receive a safety boot allowance and clothing as stated in Article 19 – Clothing, equal to the percentage of hours worked in relation to regular employees – i.e. a casual having six (6) months of employment shall receive one-half the amount a regular employee receives for boot allowance and clothing. A casual employee upon being recalled in his/her second year of employment and each following year shall receive a boot allowance and clothing based on his/her duration of employment in his/her previous year.
- (b) The employer agrees to provide each casual with a full wet suit and rubber boots to wear when working in inclement weather, such items will be provide on returning for their second season of employment and such items shall remain the property of the employer.

Article 12

Casual employees on the completion of their probationary period shall be covered by Article 8 and Article 9 of the Collective Agreement.

Article 13

It is agreed that casual employees shall receive at least two (2) weeks notice prior to lay-off. Should an employee not receive such notice, he/she shall receive pay for such period. It is understood such two (2) week written notice shall also apply and cover any agreed extension of work up to a thirty (30) day period if such employee is kept working for the Employer, and only beyond the thirty (30) day period will another lay-off notice have to be given.

Article 14

It is agreed between the parties when the Employer is making appointments to vacancies within the bargaining unit in keeping with Article 11 – Bulletining of Positions for Promotions or Advancements, casual employees may apply for such postings, however will only be considered for appointment to such vacancy only after Regular Employees have been considered as per Article 11.

Should no employee be successful in being placed in the vacancy or new position then the Employer will consider casual employee applicants before considering new employees.

Article 15

Casual employees shall be in addition to the above covered by the following articles of the Collective Agreement between the Employer and CUPE Local 770 from initial date of hiring:

- Article 17 - Leave of absence
- Article 20 - Safety
- Article 21 - Wages - 21.01 and 21.02 only
- Article 22 - Employee Reduction and Recall to Service
22.07 only and add: Employees to be laid off shall be subject to the provisions of the Provincial Legislation
- Article 24 - Prohibited Conduct - 24.01, 24.02, 24.03 and **24.06** only
- Article 26 - Medical and Dental Plans - Casuals shall be responsible for the premiums during their lay-off periods
- Article 27 - Pay Date and Differential - 27.01 only
- Article 28 - Special Conditions of Employment Relating to Individual Departments - 28.02 only
- Article 29 - Terms of Agreement
- Article 30 - Interruption of Work
- Article 31 - Disciplinary Action

This Agreement shall be in effect from **January 1, 2018 to December 31, 2022.**

**SIGNED ON BEHALF OF THE
EMPLOYER:**

AWS

Jim DeWelling

Alison Estey

**SIGNED ON BEHALF OF THE
UNION:**

Greg Pomeroy

David Beach

Jennifer Daw

MEMORANDUM OF AGREEMENT

**Between
Town of St. Stephen
And
CUPE Local 770**

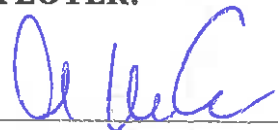

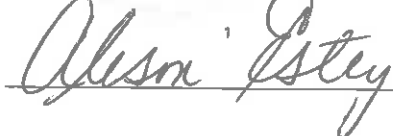
WORK STOPPAGE

The parties agree that the following Memorandum of Agreement shall form part of the total Collective Agreement between the Town of St. Stephen, called the Employer, and CUPE Local 770, with regard to work stoppage resulting from a legal lockout by the Employer or legal strike by the Union.




CUPE Local 770 recognizes the public safety issues that may arise relating to daily water testing and hereby agrees that in the event of a work stoppage occurring, the Local will provide the services of a Water Quality Technician to report their water test findings daily to the Town of St. Stephen. Once the water quality tests have been completed and the findings reported to the Employer, they shall leave the workplace and the Employer will compensate them with 3 hours of reporting pay.

This Agreement shall be in effect from **January 1, 2018 to December 31, 2022.**

**SIGNED ON BEHALF OF THE
EMPLOYER:**

**SIGNED ON BEHALF OF THE
UNION:**

MEMORANDUM OF UNDERSTANDING

June 11, 2012

To: John Ferguson, CAO Town of St. Stephen Fr.

Neil Morrow, Local770

Re: Vacation credits Calculations on retirement John;

As discussed at Labour Management meeting on June 7, 2012 at 199 Union street there seems to be a different form of calculation of vacation credits due an employee on retirement. In 1981 when I was first employed by the town, employees had to work a full year before any vacation was granted as stated in collective agreement under article 16. (a) &(d) Works dept. & fire dept. It is now my understanding an employee is granted vacation during his/her first year of employment on a pro-rated basis.

Example: An employee with six months of employment would be entitled to one half of one year credits or 1.5 weeks.

The change seems to have taken place sometime between 1981 and 1988 the date of next hire. Therefore, an employee hired in 1981 or before would have, on retirement his vacation credits earned in previous year plus any credits from anniversary date until retirement date of the same year.

Example: Using my dates if I were to retire on Oct 19 2012 and had not used vacation credits in 2012, I would have 240 hrs for 2011 plus pro- rated credits for 2012 foretime from May 19 until Oct 19 2012 or six month which would be 120 hrs for 2012 for a total of 360 hrs. An employee hired in Feb. 1988 and retiring in Aug of 2012 would have credits on a pro-rated basis or 7/12 of yearly allotment or 7/12 of 240 hrs. or 140 hrs.

With that being said, I believe there to be three employees left from 1981 or before.

Alan Booth
Neil Morrow
Ron Kinney

All others would fall under the pro-rated calculation.
Hope this helps with confusion on these calculations in the future.

Regards: Neil Morrow

President: Greg Pomeroy.
June 12/12