

CUPE-SCFP

COLLECTIVE AGREEMENT

between the

TOWN OF SACKVILLE

and

**CUPE Local 1188
(CANADIAN UNION OF PUBLIC EMPLOYEES)**

January 1st, 2016

to

December 31st, 2021


TABLE OF CONTENTS

| <u>Article</u> | <u>Name</u> | <u>Page</u> |
|----------------|--|-------------|
| 1 | Preamble | 4 |
| 2 | Recognition and Definitions | 4 |
| 3 | No Discrimination | 6 |
| 4 | Labour Management Committee | 6 |
| 5 | Check-Off | 7 |
| 6 | Correspondence | 8 |
| 7 | Grievance Procedure | 8 |
| 8 | Discipline | 10 |
| 9 | Seniority | 11 |
| 10 | Hours of Work | 13 |
| 11 | Legal Holidays | 15 |
| 12 | Vacations | 16 |
| 13 | Posting of Positions for Promotions or Advancement | 18 |
| 14 | Sick Leave | 19 |
| 15 | Temporary Transfers | 20 |
| 16 | Call-Out | 20 |
| 17 | National Emergency | 21 |
| 18 | Extreme Emergency | 21 |
| 19 | Safety | 21 |
| 20 | Pay Days | 22 |
| 21 | Union Conventions | 22 |
| 22 | Negotiations with the Employer | 22 |
| 23 | Wages | 23 |
| 24 | Overtime Defined | 23 |
| 25 | Staff Reduction and Recall to Service | 24 |
| 26 | Training Courses | 24 |
| 27 | Attending Court | 25 |
| 28 | Jury Duty | 25 |
| 29 | Contracting Out Work | 25 |
| 30 | Transportation of Employees | 25 |
| 31 | Leave of Absence | 25 |
| 32 | Health and Safety | 28 |
| 33 | Abusive Language | 28 |
| 34 | Medical Examination | 28 |
| 35 | Severance or Retirement Allowances | 28 |
| 36 | Group Life, Health, Dental, Disability Insurance | 29 |
| 37 | Pension Plan | 29 |
| 38 | Changes in Agreement | 30 |
| 39 | Termination Date | 30 |
| 40 | Clothing Issued | 30 |
| 41 | Legal Counsel | 31 |

A₂ M.S.

TABLE OF CONTENTS (continued)

| <u>Article</u> | <u>Name</u> | <u>Page</u> |
|----------------|---|-------------|
| 42 | Lockers | 31 |
| 43 | Workers Compensation | 31 |
| 44 | Excavation Work | 32 |
| 45 | Bulletin Boards | 32 |
| 46 | Tools | 32 |
| 47 | Wages – Retroactive | 32 |
| 48 | No Strikes or Lockouts | 32 |
| 49 | Amalgamation, Regionalization and Merger Protection | 32 |
| | Appendix A - Salary Schedule | 34 |
| | Appendix B - Seasonal Employees | 35 |
| | Appendix C - Crosswalk Guards and/or Jailers | 36 |
| | Letter of Agreement | 37 |
| | Wage Adjustment for Civic Centre Employees | 38 |
| | Grievance Settlement Agreement – Re: Article 10(4) | 39 |

 3 M.S.

AGREEMENT

THIS AGREEMENT made and entered into on May 15, 2017.

BETWEEN THE: Town of Sackville, the "Town",

AND THE: Canadian Union of Public Employees, CUPE LOCAL Union 1188, the "Union".

ARTICLE 1 – PREAMBLE

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

ARTICLE 2 – RECOGNITION AND DEFINITIONS

1. The Town of Sackville or anyone authorized to act on its behalf shall recognize Local Union #1188, chartered by the Canadian Union of Public Employees, as the sole bargaining agent with respect to wages, hours of work and working conditions for all persons employed by the Town of Sackville save and except Police Officers, students employed during the summer vacation period and those excluded by the Industrial Relation Act. (LEB decision #IR-053-99 dated August 5, 1999).
2. The Union acknowledges that it is the exclusive function of the Employer:
 - (a) to operate and manage its business and direct the work force in accordance with its commitments and responsibilities;
 - (b) to select, hire, transfer, promote, demote, classify, lay-off, suspend, or discharge any employee for just cause, and to maintain order, discipline and efficiency;
 - (c) to establish and maintain standards and schedules of operations;

- (d) except as otherwise provided in this agreement, nothing in this article shall be interpreted as abrogating or limiting the functions of management by the Employer which exists prior to the signing thereof.
3. When an employee has become incapacitated by any disability covered by the Human Rights Act and as a result is unable to perform his/her regular duties, the Employer will make every reasonable effort to accommodate the employee's disability as required by the Act.
4. In this Agreement:
- (a) Classifications: Classifications and rates of pay of employees covered by this Agreement shall be as set out in Appendix "A" of this Agreement.
 - (b) "Employee" means an employee to whom this Agreement applies under Article 2.
 - (c) "Employer" means the Municipal Corporation of the Town of Sackville.
 - (d) Number and Gender: In this Agreement, the singular and plural shall be interchangeable and the masculine shall include the feminine.
 - (e) "Town" means the Municipal Corporation of the Town of Sackville.
 - (f) "Union" means Local Union #1188, Canadian Union of Public Employees.
 - (g) "Seasonal" employee means an employee who belongs to the public works seniority group, works a minimum of 6 months a year and who is called in to work when needed before the jail guards and cross walk guards. When these seasonal employees are working full time they shall be included in the O/T roster.
 - (h) "Temporary" employee means an employee who belongs to seniority groups other than public works and is offered work by their seniority and qualifications.
 - (i) Full time employee shall mean an employee who is regularly scheduled to work, on a twelve (12) month per year basis, either 35 hours per week or 40 hours per week depending on their classification.
 - (j) "Tourism Worker" means an employee who is employed by the Town of Sackville and works specifically at the Tourism Department but does not include students hired each Summer during their Summer break from classes.

- (k) 'Student civic centre employee' means an employee hired for part time work. Such an employee will work on average less than 12 hours per week and specifically for the Civic Centre operations. These employees will only qualify for rights and privileges as provided for by provincial employment legislation and will not be covered under the present collective agreement.
5. As a condition of employment, all new employees shall become and remain members in good standing of the Union within two (2) months of employment.


ARTICLE 3 – NO DISCRIMINATION

The Employer, its employees and agents, agree that there will be no discrimination with respect to any employees by reasons of the employee's membership in a Trade Union or any other reason contrary to the New Brunswick Human Rights Act.

ARTICLE 4 – LABOUR MANAGEMENT COMMITTEE

A Labour Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

1. Function of the Committee: The Committee shall concern itself with the following general matters:
- (a) considering constructive criticism of all activities so that better relations shall exist between the Employer and Employees;
 - (b) improving and extending services to the public;
 - (c) promoting safety and sanitary practices;
 - (d) reviewing suggestions from employees, questions of working conditions and service (but not grievances);
 - (e) correcting conditions that would cause misunderstandings or lead to a grievance.
2. Meetings of Committee: The Committee shall meet every two (2) months at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

 6 M.S.


3. Chairs of the Meeting: An employer and union representative shall be designated as joint chairperson(s) and shall alternate in presiding over meetings.
4. Minutes of Meetings: Minutes of each meeting of the Committee shall be prepared and signed by the Joint Chairperson(s) as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within one (1) week following the meeting.
5. Jurisdiction of Committee: The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussion and conclusions.

ARTICLE 5 – CHECK OFF

The Employer shall deduct monthly dues from all employees covered by this agreement. The monies so deducted on a bi-weekly basis from the wages of the employees shall be forwarded to the Treasurer of the Union on a bi-weekly or monthly basis. The Employer shall forward a complete list showing names of employees from whom deductions have been made (this shall include hours worked with their rate of pay) in the months following the signing of this agreement and in the following months shall forward a list showing additions and deletions only.

1. The Employer and the Union shall acquaint new employees.
New Employees: The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in articles dealing with Union Security and Dues Check-off.
2. Copies of Agreement: On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her union steward or representative, who will provide him/her with a copy of the Collective Agreement.
3. Interviewing Opportunity: A representative of the Union shall be given an opportunity to interview each new employee within regular working hours and without loss of pay for a maximum of thirty (30) minutes the first month of employment following probationary period for the purpose of discussing with the new employee, the benefits and duties of union membership and his/her responsibilities and obligations of the Employer and the Union.

 7 M.S.

4. At the time that Income Tax (T-4) slips are made available, the Employer shall type on, the amount of the Union Dues paid by each Union Member in the previous year.

ARTICLE 6 – CORRESPONDENCE

All correspondence between the Parties, arising out of this agreement or incidental thereto, shall pass to and from the Chief Administrative Officer of the Employer or designate and the President and Secretary of the Union.

ARTICLE 7 – GRIEVANCE PROCEDURE

1. Grievance Committee: The Employer acknowledges the right of the Union to appoint, or otherwise select, a grievance committee of two (2) members and a Chief Steward, whose duties will be to assist employees in processing grievances, who shall be employees of the Employer.

The personnel of such a committee shall be communicated to the Employer in writing.

The Union shall notify the Employer in writing of the name of each Steward and the seniority group(s) she/he represents and the name of the Chief Steward, before the Employer shall be required to recognize him/her.

2. Settling of Grievances: Should a dispute arise between the Employer and any employee(s) regarding the interpretation, meaning, operation or application of this agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner.

When an employee has a complaint the employee shall discuss it with the Department Head within ten (10) days after the circumstances giving rise to the complaint occur, or of the time it comes to the notice of the employee. The employee may be accompanied by a member of the Grievance Committee, if the employee so wishes.

Step 1: Failing settlement through discussion, such complaint shall be put in writing and signed by the employee concerned, giving all particulars of the situation as well as the redress sought, and shall be presented by the Union Grievance Committee to the Department Head concerned within ten (10) days after the circumstances giving rise to the complaint occur, or of the time it comes to the notice of the employee.


The Department Head shall render a decision in writing to the Grievance Committee in connection with the grievance within ten (10) days after the grievance has been presented to the Department Head.

Step 2: If the written decision of the Department Head is not acceptable to the aggrieved employee, the Union Grievance Committee may, within ten (10) days after receiving the decision of the Department Head, forward a copy of the grievance to the Chief Administrative Officer together with a copy of the Department Head's written reply.

The Chief Administrative Officer shall render a decision in connection with the grievance within ten (10) days after the grievance has been presented in writing.

Step 3: If the written decision of the Chief Administrative Officer is not satisfactory to the aggrieved employee, the Union Grievance Committee may, within thirty (30) days of receiving the decision of the Chief Administrative Officer, refer the grievance to arbitration.

3. Permission to Leave Work: The Employer agrees, that stewards shall not be hindered, coerced, restrained or interfered with, in any way, the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each steward is employed by the Employer, and that she/he will not leave his/her work during working hours, except to perform his/her duties under the agreement. Therefore, no steward shall leave his/her work without obtaining permission of his/her supervisor, which permission shall not be unreasonably withheld.
4. Dispute: Where a dispute involving a question of general application or interpretation occurs, the Employer or the Union may bypass Steps 1 and 2 of this article provided the dispute is processed in accordance with Step 3 herein within twenty (20) days of the alleged violations.
5. Interpretation: Replies to grievances shall be in writing at all stages.
6. Facilities for Meetings: The Employer shall supply the necessary facilities for grievance meetings.
7. Technical Objections to Grievances: No grievances shall be defeated by any formal or technical objection, and an Arbitration Board shall have the power to allow necessary amendments to the grievance, and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute, and to render a decision according to equitable principles and the justice of the case.
8. Arbitration proceedings shall commence within thirty (30) days, after the Union has rejected the decision of the Chief Administrative Officer. The Board of Arbitration

 9 M.C.S.

shall consist of three (3) members who shall be selected as follows: the Town shall appoint one member and the Union appoint one member to the Board, each to be appointed within ten (10) days upon written request for arbitration, and the members so appointed shall select within five (5) days after their appointments, a third member who shall be Chairperson. If either party shall refuse or neglect to appoint a member as aforesaid, to a Board of Arbitration, the Minister of Labour for the province of New Brunswick may be requested by the other party to name a member. In the event that the two (2) members appointed are unable to agree upon the selection of a Chairperson, the Minister of Labour for the province of New Brunswick shall appoint the said Chairperson. In any particular matter, the parties may agree to the selection of a sole arbitrator in lieu of a three (3) person Board. Such agreement shall be in writing.

9. The expenses and remunerations of the Chairperson of Arbitration Board shall be borne equally by the parties by whom they were selected or for whom they were appointed by the said Minister of Labour.
10. The decision of the majority shall be the decision of the Board. Where there is no majority, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and not be changed.
11. The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure.

ARTICLE 8 – DISCIPLINE

1. An employee who has completed his/her probationary period may be dismissed, but only for just cause. The employee and the Union shall be advised immediately in writing by the Town of the reason for such discipline. In cases where an employee is being given a written warning, suspension or discharge, the Employer will inform the employee of the right to have a Shop Steward or other designated Union representative present.
2. In certain cases, an employee may be given a written warning of his activities or performance, which the Town deems deserving of such a warning. This notice shall contain particulars of the activity or performance deemed unsatisfactory. If, after further investigation the employee is found to have been unjustly reprimanded, such written warning shall not become part of his/her personnel file. Such warning shall be given to the employee within ten (10) working days from the day it was reported or made known to Management.
3. It is recognized that the imposition of discipline is the exclusive right of the Employer. Written reprimand, suspension and discharge are the disciplinary measures which

can be imposed. The burden of proving the justification for taking disciplinary action against an employee shall rest with the Employer.

4. Both parties accept that the New Brunswick Occupational Health and Safety Act shall apply to this Agreement.

Pursuant to the N.B. Occupational Health and Safety Act, no employee shall be disciplined for refusal to work on a job or to operate any equipment which is unsafe.

5. The disciplinary record of an employee shall not be used against him/her and shall be removed from his personnel file after twenty-four (24) months have elapsed since a disciplinary measure has been issued provided there has been no recurrence of any other infraction during this period.
6.
 - (a) An employee has the right to review his personnel file. This review shall take place within a three (3) day written notice period as given to the Chief Administrative Officer or his designate and at a time mutually agreed. An employee will be entitled to receive a copy of document(s) in his file upon request.
 - (b) When the Employer includes a disciplinary measure to the employee's file (a reprimand, suspension or dismissal) he will provide a copy of such to the employee and the Union within ten (10) days. Such copy will include the reason(s) for the disciplinary measure.
7. An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 7, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

ARTICLE 9 – SENIORITY

1. Seniority of an employee shall be established after the completion of the probationary period and shall be effective from the first day worked.
2. Loss of Seniority: Seniority shall be forfeited for the following reasons:
 - (a) Dismissal for cause;
 - (b) Voluntarily leaves the service;
 - (c) Failing to return to work after having been notified by the Department Head; by personal advice or registered mail, that employment is available, unless a satisfactory explanation is furnished within five (5) working days.
 - (d) Laid-off more than two (2) years.

3. Probationary Employees: Newly hired employees shall be considered on a probationary basis for a period of six (6) months from the date of hiring, but this shall exclude summer students. The probationary period of an employee may be extended by mutual agreement of the Union and the Employer.
4. When an employee covered by this agreement voluntarily transfers from one seniority group to another within the confines of the agreement, he/she will not lose their seniority. No employee shall belong to more than one seniority group at any one time.
5. If the transfer is into a permanent position, the transfer to the new seniority group will only become permanent following completion of the trial period. Should the position transferred to by the employee be abolished by the Employer after the permanency, the employee will have the right to exercise his/her bumping rights within the new seniority group only. The employee cannot exercise bumping rights into the new seniority group until having completed the trial period.
6. If, during the trial period, the employee is unable to qualify for the position or if the position is abolished, the employee will revert back to his/her previous position in the former seniority group if the former position still exists. If the former position no longer exists, the employee will have the right to exercise his/her bumping rights within the former seniority group only. On a once in any ten (10) year period basis, an employee may revert back to his/her previous position during the first thirty (30) calendar days of the trial period because of discontentment with their new position.
7. If the transfer is into a temporary position, the employee will revert back to his/her previous position at the end of the temporary transfer if the previous position still exists. If the previous position no longer exists, the employee will have the right to exercise his/her bumping rights within the former seniority group only.
8. The employer shall post a seniority list in the respective seniority groups (Public Works, Clerical/Technical Staff, Program Staff, Crosswalk Guards/Jailers, By-Law Enforcement Officer, Temporary (Tourism) Worker, Civic Centre/Parks Staff), by January 5th of each year at such places where employees whose names appear thereon are employed and are to be available to all employees. Posting of the seniority list shall be the responsibility of the Department Head. Adjustments to be made monthly if necessary.
9. Protests in regard to seniority status shall be submitted in writing within thirty (30) days from the date seniority lists are posted. When proof of errors is presented by an employee or his/her representative, such error shall be corrected and when so corrected, the agreed upon seniority date shall be final. No change shall be made in the existing status of an employee unless concurred with by the Chairperson of the Grievance Committee.

10. No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority. Such employee shall have the right to return to his/her original position in the bargaining unit during his/her trial period which shall be a maximum of ninety (90) days after which the employee will forfeit all seniority and membership in the bargaining unit. An extension may be granted by the Union and the Employer.

ARTICLE 10 – HOURS OF WORK

1. (a) The hours of work for the outside workers shall be (8) hours per day, forty (40) hours per week. Overtime rates shall apply thereafter. The regular working day for the outside workers shall be from 7:30 a.m. to 4:00 p.m. with one-half (1/2) hour for lunch at approximately the midpoint of the shift Monday to Friday.
- (b) The hours of work for the inside workers shall be seven (7) hours per day, thirty-five (35) hours per week. Overtime rates shall apply thereafter. The regular working day for the inside workers excluding the police and public works secretaries shall be from 8:30 a.m. to 4:30 p.m. with one (1) hour for lunch at approximately the midpoint of the shift Monday to Friday. The police and public works secretaries shall work from 8:00 a.m. to 4:00 p.m. with one (1) hour for lunch at approximately the midpoint of the shift Monday to Friday.
- (c) The hours of work for the program coordinators shall be eight (8) hours per day, forty (40) hours per week. Any overtime worked in excess of these hours, the overtime Article 24 shall apply. Program coordinators shall work flexible daily hours and shall be responsible to maintain a log of their hours worked. This log shall be made available to and approved by the Employer.
- (d) The hours of work for the crosswalk guards shall be (3.75) hours per day (18.75) hours per week, Monday to Friday during the school year. Any time there is cancellation of school, due to weather only, the employee will not be required to report to work and the employer will pay the employee their regular hours of work for that day. Any other time there is a cancellation of school, the employee can report to work and additional work will be found for these employees. In the event the employee decides not to report to work, he/she will not be paid for that day.
- (e) The hours of work for the jailers shall be on an as needed basis.
- (f) The hours of work for one custodian shall be varied from that as outlined in Article 10(1)(a) and shall be (8) hours per day, forty (40) hours per week. Overtime rates shall apply thereafter. The regular working day for this



custodian shall be from 3:30 p.m. to 12:00 a.m. with one half (1/2) hour for dinner at approximately the midpoint of the shift Sunday to Thursday.

- (g) The hours of work for the Tourism workers shall be up to (8) eight hours per day and up to forty (40) hours per week. Overtime shall apply for hours worked in excess of these hours.
- (h) The hours of work for the By-Law Enforcement Officer shall be a minimum of eight (8) to a maximum of ten (10) hours per day, forty (40) hours per week. Any overtime worked in excess of these hours, Overtime Article 24 shall apply.

By-law Enforcement Officers may, at the Employer's discretion, work flexible daily hours and shall be responsible to maintain a log of their hours worked. The log shall be made available to the Employer upon request.

- (i) The hours of work for the full time Civic Centre/Parks Attendants shall be up to twelve (12) hours per day for an average of forty (40) hours per week over a four (4) week period when the ice surface is being maintained. Hours of work each day shall be any twelve (12) consecutive hours. Outside of ice maintenance periods, these Attendants will be assigned hours of work pursuant to Article 10(1)(a) save and except periods when the Attendants are required to work at the Civic Centre whereby the twelve (12) hours per day and forty (40) hours per week scheduling will continue to apply.
- (j) The normal work week for the full time Civic Centre/Park Attendants shall be Sunday to Saturday. Overtime shall apply for all hours worked in excess of the hours mentioned at paragraph (i). It is also agreed that any hours worked between the hours of 1:00 AM to 6:00 AM shall be considered overtime hours and shall not be worked without prior approval of the Employer (pursuant to Article 24(3)).
- (k) The Civic Centre/Park Maintenance Lead Hand will work on a full time basis. The normal work week for this classification will be from Monday to Friday. The hours of work will be eight (8) hours per day and forty (40) hours per week.
- (l) The hours of work and days off for each full time employee shall be posted two (2) weeks in advance in an appropriate place at all times. A change in shift may be made by mutual agreement between the employee and his/her immediate supervisor; otherwise, such employees shall be provided two (2) weeks advance notice of any change in shift.
- (m) Full time employees working at the Civic Centre shall be entitled to at least two (2) consecutive days off per week and shall receive every third weekend

off during ice maintenance periods, unless otherwise mutually agreed to by the Employee and the Employer.

- (n) When employees are working at the Civic Centre, the shift work shall be rotated amongst full time Civic Centre/Parks Attendants as equitably as possible, unless mutually agreed to by all affected employees.
- 2. The hours of work as contained in this agreement shall be varied under emergency situations as determined by the Employer.
- 3. An employee shall be permitted a rest period of fifteen (15) minutes in both the first half and the second half of an eight (8) hour or seven (7) hour shift.
- 4. Shift premiums at the rate of ninety (90) cents per hour shall apply, on all non-overtime hours worked outside Article 10(1).
- 5. Shift Work-Water Flushing: Water flushing shall be scheduled up to three (3) times per year commencing: 10:00 p.m. to 6:00 a.m., Sunday thru Thursday. For individuals scheduled to work on water flushing, shift work shall receive shift premium (not overtime). Day shift will not be worked and/or paid.

ARTICLE 11 – LEGAL HOLIDAYS

- 1. (a) All employees shall be granted the following holidays with pay:

| | |
|-------------------|------------------|
| New Years Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| New Brunswick Day | |

And all other days approved as public holidays by proclamation of the Governor General of Canada, the Lieutenant-Governor of New Brunswick, or the Mayor of the Town. Payment shall be made based on Article 10(1)'s hours per statutory holiday.

- (b) (i) The employer will grant a half-day leave on both Christmas Eve day and New Years Eve day, commencing at 12:00 noon provided there is not an emergency situation.
- (ii) For Civic Centre Employees, the Employer will grant a half shift of paid leave on both Christmas Eve Day and New Years Eve Day. Should the employer be unable to grant the leave on Christmas Eve Day or New Years Eve Day due to operational requirements, the Civic

Centre Employees affected shall be paid for all additional hours worked at the overtime rate in addition to the paid leave.

- (c) All Employees called up to work on any holiday as defined in Article 11(1)(a) of this Agreement will be compensated for all time worked at one and one-half times their regular hourly rate, in addition to the regular day's pay allowed for the holiday.
 - (d) All civic centre employees working shift work who are scheduled off on a holiday shall be paid for the holiday based on the average hours worked per scheduled shift worked during the last 30 calendar days.
 - (e) If an Employee is called in on a statutory holiday, he shall be paid at time and a half (1.5) for all hours actually worked, in addition to the additional day's pay the Employee would have been entitled to as his regularly scheduled day off pursuant to Article 10 of this Agreement.
2. For those employees not required to work on holidays, should any of the above holidays fall on a Saturday and/or Sunday, the following Monday and/or Tuesday shall be considered the holiday.
3. In order to be eligible for pay for any one of the holidays, an employee must have performed at least sixty (60) days work in the preceding year, and must have worked or reported for work (and no work available) on the employee's last regularly scheduled working day immediately prior to and immediately following the holiday. There shall be no payment for paid holidays to any employee who is not on active payroll.

ARTICLE 12 – VACATIONS

1. Effective January 1, 1998, all employees having completed:
- (a) one (1) year continuous service shall be granted fifteen (15) working days vacation;
 - (b) eight (8) years continuous service shall be granted twenty (20) working days vacation;
 - (c) eighteen (18) years continuous service shall be granted twenty-five (25) working days vacation; and
 - (d) twenty-five (25) years continuous service shall be granted thirty (30) working days vacation with pay.

2. When a legal holiday occurs during an employee's normal vacation, such employee shall be entitled to an additional days vacation with pay and such day shall immediately follow the vacation period of such employee, if convenient to the Employer.
3. If vacations are requested during the months of July and August, they shall be granted first on the basis of seniority among those employees having children who attend school during the preceding Spring, and secondly, on the basis of seniority among those who did not have children attending school in the preceding Spring.
4. All employees while on vacation shall receive from the Employer the rate of pay for his/her classification; vacation pay shall be advanced to the employee before proceeding on vacation, if so requested.
5. Vacation lists shall be posted on or before the fifteenth day of January of each year, showing the days vacation of each employee earned in the past year. Vacation lists shall be the responsibility of the Department Head.
6. Vacation schedules shall be posted by April first of each year and shall not be changed unless otherwise mutually agreed upon, between the employee and the Employer.

Any employee may be entitled to his/her vacation credits upon sixty (60) working days request to the Employer, such request will not be unreasonably withheld.

If an employee does not give sixty (60) days notice or does not request prior to April 1st of each year, he/she shall not interfere with scheduling of employees who have given prior notice under this article.

7. All employees, other than those employed full time, shall receive the same vacation allocation as full time employees but on a pro-rata basis and paid bi-weekly on each pay cheque.
8. No employee shall be scheduled to work on their regular days off immediately preceding or following an employees scheduled annual vacation, except in cases of emergency.
9. When an employee is qualified for bereavement leave with pay during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time.
10. Vacation time must be used within the calendar year and shall not be carried over unless mutually agreed by Department Head and Employee.

 17 M.S.

ARTICLE 13 – POSTING OF POSITIONS FOR PROMOTIONS OR ADVANCEMENT

1. (a) Postings: When a new position is created, or when a vacancy exists, the Employer shall post, within thirty (30) working days, the position for a period of ten (10) working days before being filled, thereby affording the employees an opportunity to make application for same. Such notice shall contain the following information: Nature of position, required qualifications, required knowledge and education, skills, shift, hours of work, wages and salary rate or range. The employer has the sole right to determine the required qualifications for the said positions. Such required qualifications shall not be established in an arbitrary or discriminatory manner.
- (b) Copies of such bulletins shall be forwarded to the Secretary of the Union.
- (c) In all cases of promotion, the senior employee shall be offered the position provided the employee possesses the required skill, required ability and required qualifications.
- (d) When an employee is promoted to fill a vacancy or new position, the employee concerned shall be placed on a trial period until considered qualified by the employer. The trial period normally shall not exceed three (3) months.
- (e) Employees promoted or awarded new positions and failing to qualify at the completion of their trial period shall be returned to their former position without loss of seniority in such former positions, after which other applicants responding to the original posting shall be considered.
- (f) Should a temporary vacancy and/or assignment be set up for a period of time of five (5) months or less, it may be filled without the necessity of posting but the provisions of Section "G" of the article shall apply. If the position extends for a period of time longer than five (5) months, the employee shall receive all pay and benefits of a full-time employee in the classification assuming the employee qualifies to receive these benefits. If the temporary vacancy extends beyond five (5) months, the temporary vacancy will be posted.
- (g) No Elimination of Present Classifications – Existing classifications shall not be eliminated without prior agreement with the Union.

Changes in Classifications – Where the Union and/or an employee feels he is unfairly or incorrectly classified, or when any position not covered by Appendix "A" is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree to the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The

new rate shall become retroactive to the time the position was first filled by an employee.

- (h) Management personnel shall only perform work normally done by bargaining unit employees for the purpose of training bargaining unit employees or in the case of an emergency.
2. No Outside Advertising: No outside advertisement shall be permitted until present employees have had a full opportunity to qualify.

Recognition of Seniority: Both parties recognize:

- (a) The principle of promotion within the service of the Employer.
 - (b) That job opportunity should increase in proportion to length of service.
3. Promotions Requiring Higher Qualifications: In cases of promotions requiring higher qualification or certification, the Employer shall give consideration to the senior employee who does not possess required qualifications, but is preparing for qualification prior to filling of a vacancy. Such employee shall be given an opportunity to qualify within a reasonable length of time and to revert to his/her former position if the required qualifications are not met within such time.

ARTICLE 14 – SICK LEAVE

- (a) Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, dentist or because of an accident for which compensation is not payable under the New Brunswick Occupational Health and Safety Act.
- (b) Sick leave shall be granted as follows: A new employee, after two (2) months continuous service, accumulates four (4) days and thereafter one and one half (1 ½) days per month to a maximum of two hundred and fifty (250) days. One day's accumulated sick leave shall be based as follows:
 - (i) for public works, program staff, bylaw enforcement officer and civic centre/parks staff; eight (8) hours pay;
 - (ii) for clerical/technical staff; seven (7) hours pay;
 - (iii) for crosswalk guards, three hours and forty-five minutes (3.75) pay;
 - (iv) for jailers, 0.075 hours shall be put in their sick bank for each hour worked.
- (c) Sick pay to become effective on the day that the Employer is notified of the illness. Upon returning from sick leave, the employee is required to sign his/her sick leave record, which is kept by his/her Department Head.

- (d) Employees found abusing sick leave shall be subject to disciplinary action.
- (e) The Employer reserves the right to request proof of illness by means of an examination by a doctor.
- (f) Sick Leave Records - A record of all unused sick leave will be kept by the Employer. After the close of each calendar year, each employee shall be advised of his/her accumulated sick leave. Upon severance or retirement from the Employer, the unused portion of the accumulated sick leave shall be paid in cash to the employee, per Article 35.

ARTICLE 15 – TEMPORARY TRANSFERS

- 1. Any employee required to fill temporarily a position for which a higher rate of wages than that for such employee's regular work is paid, in excess of one (1) hour in any one day, shall receive the higher rate while so employed, and the employees required to fill temporary positions for which a lower rate than that paid for such employee's work has been established, shall not suffer any reduction in pay by reason thereof.

ARTICLE 16 – CALL-OUT

- 1. An employee who is called in to work outside his/her regular working hours shall be paid for a minimum of four (4) hours at the overtime rate for each unrelated call whenever there is a break between the employees regularly scheduled hours and the work the employee is called in to do.
- 2. (a) For the Clerical/Technical seniority group, overtime and call back time shall be divided equally among employees, who are willing and qualified to perform the work that is available. Employees shall receive the rate of pay for the classification she/he is working. Employees shall be called in turn and an official record shall be made of all calls made. Any time the employee is unavailable or unwilling, such calls shall be deemed to be a call-out for the purpose of equal division.

(b) For all other seniority groups, overtime and call back time shall be divided equally among employees in their seniority group, who are willing and qualified to perform the work that are available. Employees shall receive the rate of pay for the classification she/he is working. Overtime shall be first offered to the employee doing the work contiguous with his/her shift and this overtime shall be considered as part of the equal distribution of overtime calculations. Employees shall also be called in turn and an official record shall be made of all calls made. Any time the employee is unavailable or unwilling, such calls shall be deemed to be a call-out for the purpose of equal division.

3. In the event the employee is required to perform duties, overtime rates shall apply for the actual time worked, however, when an employee is scheduled ten (10) hours in advance to work any hours continuous with his/her regular shift; then overtime rates shall apply only for the hours actually worked.

ARTICLE 17 – NATIONAL EMERGENCY

During a state of National Emergency, any employee joining any of the branches of the Armed Forces of Canada, including the Merchant Marine, shall on application, be granted leave of absence and on his/her return to the Employer's employment, maintain his/her right of promotions, provided she/he returns to work with the Employer within three (3) months of the date of discharge from the above mentioned forces, unless she/he is classified by government as wounded.

ARTICLE 18 – EXTREME EMERGENCY

All employees covered by this agreement, if called, shall respond to duty if any extreme emergency arises. Extreme emergency shall mean snow storm, sewer and water trouble where flooding of property is extensive, or any other situations whereby the Mayor of Sackville, Chief Administrative Officer or Chief of Police in his/her opinion declares a Town Emergency, or in the event of a National Emergency.

ARTICLE 19 – SAFETY

- (a) The Union and the Employer shall co-operate in continuing and perfecting the safety measures now in effect.
- (b) A Joint Health and Safety Committee shall be established and be composed of at least three (3) representatives appointed by the Employer and at least three (3) representatives appointed by the Unions within the employ of the Town of Sackville, three (3) of which shall be appointed by CUPE Local 1188. Both parties in making their appointments shall be motivated by the need of selecting people who will be best capable of promoting safety on the job. The number of representatives may vary with the Parties' mutual consent but the numbers must always be equal for each Party.
- (c) The Joint Health and Safety Committee shall hold meetings as requested by the Union or by the Employer and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.

- (d) Minutes of all Joint Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union. A copy of the minutes will also be forwarded to the Workplace Health and Safety Compensation Commission, in accordance with Provincial Legislation.
- (e) All employees working in any dangerous capacity shall use all necessary safety equipment as recommended by the Joint Health and Safety Committee, the Department Head, or his/her Agent. It shall be compulsory to wear and use such recommended safety equipment.

ARTICLE 20 – PAY DAYS

Paydays shall be every second Thursday. Pay shall be for the two (2) week period ending the preceding Sunday at midnight. All pays shall be by direct deposit.

ARTICLE 21 – UNION CONVENTIONS

- (a) Leave of absence with pay and without loss of seniority shall be granted upon request to any employee selected or appointed to represent the Union at Conventions, Conferences and/or Seminars up to a bargaining unit maximum of ten (10) working days in any calendar year. The Union will reimburse the Employer for wages and benefits as paid during the leave of absence.
- (b) Leave of Absence: Upon request to the Employer, leave of absence without pay but without loss of benefits shall be allowed employees to attend the Union's business.

The granting of such leave shall be conditional upon notice being provided to the Employer to allow scheduling, sufficient employees available to meet operational requirements and no additional costs being incurred by the Employer as a result of the granting of the leave. The Union shall reimburse the Town for all wages and benefits costs paid during the leave of absence.

ARTICLE 22 – NEGOTIATIONS WITH THE EMPLOYER

- (a) The Town agrees that permission, on notification to the Department Head, be granted to a maximum of four (4) Union Officers and committee members to leave their employment temporarily in order to prepare and participate in negotiations with the Town and with respect to investigation of a grievance and they shall suffer no loss of pay for time so spent. This permission shall be granted provided the town is not in an emergency situation. The Union agrees to make every reasonable effort to provide a forty-eight (48) hour notice to the Department Head.

- (b) 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 23 – WAGES

Wage rates shall be in accordance with Appendix "A", which shall be attached to and become a part of this agreement.

ARTICLE 24 – OVERTIME DEFINED

1. All time worked after the regular workday and the regular workweek, or on a holiday, shall be considered overtime. When shift work is in effect, such shift work shall be deemed to be the employee's regular hours of work.
2. Overtime shall be paid for at the rate of time and one-half.
3. Except in cases of emergency, overtime shall not be worked without proper authority. When advanced authority has not been obtained and overtime is worked in an emergency, overtime payment will not be allowed unless claim is submitted within forty-eight (48) hours from the time service is performed.
4. All employees shall report for work when called for overtime. The Employer will endeavor to keep overtime at a minimum. Employees shall have the option of taking either money or equivalent time off in lieu of overtime hours worked to a maximum of one hundred and twenty (120) hours per year at the discretion of the Department Head or in his/her absence, the Chief Administrative Officer.

Time off for Civic Center employees shall be limited to a maximum of eighty (80) hours per year. Such overtime banked between January 1 and December 31 in any year shall be taken as lieu time off or paid out by April 30th of the following year.

Application for banked time off shall be made to the Department Head or, in his/her absence, the Chief Administrative Officer not less than three (3) working days prior to the time off sought. The granting of such time off shall be at the discretion of the Department Head subject to operational requirements.

Should pre-arranged time off need to be cancelled due to an emergency, then the time shall be rebanked and the employee shall work as usual. Call-out shall not apply in this situation.

5. There shall be no overtime worked in any operation while there are available qualified full-time employees on lay-off able to perform the work.

6. The Employer will provide a meal allowance of fifteen dollars (\$15) when an employee is required to work more than two (2) hours continuous beyond the employee's seven (7), eight (8) or twelve (12) hour shift or for anytime an employee is required to work outside of their regular hours for a period of five (5) hours or more.

ARTICLE 25 – STAFF REDUCTION AND RECALL TO SERVICE

- (a) An employee whose position is abolished or a full-time employee whose hours are reduced shall be entitled to exercise his/her seniority within his/her seniority group, displacing a junior employee.
- (b) A laid-off employee shall be returned to service in order of seniority when staff is increased, or when vacancies occur in his/her seniority group.
- (c) When staff covered by this agreement are reduced, senior employees will be retained on a seniority group basis, provided they have the required qualifications and ability to perform the work to be performed and will be given a familiarization period to demonstrate the above.
- (d) A laid-off employee who fails to report for duty, or does not give satisfactory reason in writing for not doing so, within five (5) working days from the date of notification by personal advice or registered mail to the employee's last known address to the Employer, shall be removed from the seniority list.
- (e) Where practical, an employee shall be given twenty (20) days notice before lay-off, except recalls of twenty (20) days or less, but this may change with mutual consent.

ARTICLE 26 – TRAINING COURSES

The Employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

The type of course, time, duration and location of course, minimum qualifications required for applicants.

This bulletin shall be posted for a minimum period of two (2) weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training. In those cases where the course is being offered is one which will be used as criteria for promotion, the most senior applicant shall be selected for the course. For purposes of wages and benefits, time spent in such training shall be considered to be time worked. The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better him/herself to perform his/her job.

ARTICLE 27 – ATTENDING COURT

In cases in which the Employer is involved, employees who lose time by reason of being required to attend Court or Coroner's Inquest, or to appear as a witness, will be paid for time so lost. If no time is lost, they will be paid for actual time held. Any fee or mileage accruing shall be assigned to the Employer.

ARTICLE 28 – JURY DUTY

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any Court. The Employer shall pay such employee the difference between monies received by the employee and regular earnings for all time spent on jury or court witness duty. The employee shall present proof of service.

ARTICLE 29 – CONTRACTING OUT WORK

The Employer agrees that the work or services presently performed or hereafter assigned to the collective bargaining unit will not be affected by sub-contraction, so as to affect the job security of the member of the bargaining unit.

ARTICLE 30 – TRANSPORTATION OF EMPLOYEES

During inclement weather, if at all possible, all employees in all Departments being conveyed from the Employer's workplace to a job or vice versa, shall be protected from such elements by properly covered mobile equipment.

ARTICLE 31 – LEAVE OF ABSENCE

Should an employee, covered by this agreement, request a leave of absence without pay, personal or otherwise, same may be granted at the discretion of the Department Head or his/her designate to a maximum of ninety (90) calendar days. Should more time be necessary, the employee concerned shall make a written request to the Chief Administrative Officer for an extension, and such extensions may be granted at the prerogative of Chief Administrative Officer.

1. Leave for Union and Public Duties: Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, shall be granted a leave of absence without pay and without loss of seniority by the Employer for a period of up to one (1) year.

2. Bereavement Leave:

- (a) Upon application, an employee shall be granted bereavement leave in the event of the death of the employee's spouse, common-law spouse, same-sex partner, child, child of a spouse, parent, person acting in loco parentis, without loss of pay up to a maximum of five (5) days.
- (b) Upon application, an employee shall be granted bereavement leave in the event of the death of the employee's brother, sister, step-mother, step-father, mother-in-law, father-in-law, grandchild or grandparent, without loss of pay up to a maximum of three (3) days.
- (c) Upon application, an employee shall be granted bereavement leave of one (1) day in the event of the death of the employee's son-in-law, daughter-in-law, step-brother, step-sister, step-grandchild, brother-in-law, sister-in-law, aunt, uncle or relative living in the same household, without loss of pay.
- (d) An employee who is on vacation and suffers a loss covered by bereavement leave shall be entitled to use his bereavement leave and have his vacation put back in his vacation bank.
- (e) Where the burial occurs outside the Province or more than 200 km from the employee's residence, such leave shall include, as well, reasonable traveling time, the latter not to exceed two (2) days, providing the employee attends the funeral.

3. Mourner's Leave: Four (4) hours leave shall be granted without loss of salary or wages to attend a funeral as pallbearers during the working shift. An additional four (4) hours shall be granted if the employee must travel more than fifty (50) kilometers to be a pallbearer.

4. Compassionate Leave: An employee shall be granted seven (7) days leave per year without loss of salary or wages in the case of serious illness of a spouse, common-law spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, parent or any other member of the household. Proof of illness or injury may be requested by the employer. "Leave for Serious Illness is considered to be the day or days requiring overnight hospitalization and/or surgery."

5. Time off for Elections: Employees who are electors shall have time off before the closing of the polls as defined in the appropriate Act.

6. Education Leave: Leave of absence with pay and without loss of seniority may be granted to allow employees time to write examinations to improve qualifications in the service.

7. Adoption Leave: Adoption leave shall be granted as per applicable Legislation.

8. Parental and Maternity Leave: Parental and maternity leave will be granted as per applicable Legislation.

Notwithstanding the provisions of the Employment Standards Act with respect to maternity leave, the parties agree that the following provisions shall apply:

An employee taking maternity leave shall be permitted to use two (2) weeks of her accumulated sick leave credits, at the commencement of her maternity leave.

An employee shall notify his/her Department Head at least four (4) months prior to the expected delivery date.

Maternity leave may be for a term of up to fifty-two (52) weeks.

An extension of maternity leave shall be granted without pay upon application by the employee as long as maternity leave does not exceed fifty-two (52) weeks. The employee must request the extended maternity leave in writing at least two (2) weeks prior to the end of the current maternity leave. An employee returning to work from maternity leave shall be reinstated in her previously held position with accumulated seniority.

Life Health and Dental Benefits shall be paid by the Employer on behalf of the employee during the first twenty-six (26) week period of non-paid maternity leave.

An employee shall accumulate vacation and sick leave credits while on leave without pay for maternity leave. Following return to work, the employee will pay his/her monies owed to the Pension Fund and Group RRSP if they so choose. LTD and Canada Savings Bond payments will be made on a monthly basis or by another mutually agreeable method.

Parental Leave – An employee shall, upon request, be granted leave without pay, for a period of up to fifty-two (52) weeks upon the birth or adoption of a child. It is recognized that there may be very little notice provided to the employees by the adoption agency. However, it is expected that the employee will notify the Employer that application to adopt has been made and of intention to take parental leave.

The Employer shall have the right to hire persons for the temporary replacement of employees on maternity or parental leave. Such persons shall be included in the bargaining unit while doing bargaining unit work. Persons hired for this temporary employment will be terminated upon the completion of the maternity or parental leave unless they had held seniority within the bargaining unit at the start of the temporary replacement.

Paternity Leave – An employee shall be entitled to one (1) day leave of absence with pay for the birth of his child.

27 H.S.

ARTICLE 32 – HEALTH AND SAFETY

Pursuant to the NB Occupational Health and Safety Act, no employee shall be required to work, or direct others to work, on a job or to operate any equipment which is unsafe.

ARTICLE 33 – ABUSIVE LANGUAGE

1. No abusive, profane or obscene language shall be used by anyone while on duty.
2. The Union and the employees agree in principle to the Town's harassment policy.

ARTICLE 34 – MEDICAL EXAMINATION

The Employer reserves the right to require a medical examination of any present employee at any time or at least once a year, verification from a medical practitioner that the employee or applicant for employment is physically fit to perform the duties of the job involved.

ARTICLE 35 – SEVERANCE OR RETIREMENT ALLOWANCES

Any employee having accrued sick leave to his/her credit shall, on retirement receive salary grant in lieu thereof equal to such credit at the rate of pay effective immediately prior to severance or retirement. This entitlement shall be based on length of service and shall be paid to a maximum of one hundred and twenty (120) days as follows:

| | | |
|---------------------|---|----------------------------|
| 01 year of service | - | 10% of accrued sick leave |
| 02 years of service | - | 20% of accrued sick leave |
| 03 years of service | - | 30% of accrued sick leave |
| 04 years of service | - | 40% of accrued sick leave |
| 05 years of service | - | 50% of accrued sick leave |
| 06 years of service | - | 55% of accrued sick leave |
| 07 years of service | - | 60% of accrued sick leave |
| 08 years of service | - | 65% of accrued sick leave |
| 09 years of service | - | 70% of accrued sick leave |
| 10 years of service | - | 75% of accrued sick leave |
| 11 years of service | - | 80% of accrued sick leave |
| 12 years of service | - | 85% of accrued sick leave |
| 13 years of service | - | 90% of accrued sick leave |
| 14 years of service | - | 95% of accrued sick leave |
| 15 years of service | - | 100% of accrued sick leave |

In the event of death before severance, any accrued sick leave cash bonus shall be paid to his/her beneficiary, a maximum of one hundred and twenty (120) days.

ARTICLE 36 – GROUP LIFE, HEALTH, DENTAL, DISABILITY INSURANCE

- (a) Great West Life or equivalent, will remain in effect through the life of this agreement and shall be paid on a 100% basis by the Employer and shall cover all regular employees covered by this Agreement.
- (b) Vision Care: \$400 (four hundred dollars) effective date of signing.
- (c) Life Insurance of \$100,000 (one hundred thousand dollars) per employee paid for on a 100% basis by the Employer and shall cover all regular employees covered by this Agreement.
- (d) The Basic Dental Plan shall remain in effect through the life of this agreement and shall be paid for 100% by the Town of Sackville and shall cover all regular employees under this agreement. In addition to the Basic Dental, upon signing, the Employer will implement Restorative Dental under the Plan also to be paid for by the Town of Sackville.
- (e) L.T.D.: A Long Term Disability Plan shall be put in place as requested by CUPE #1188 the Union, said Plan to be paid 100% by the members of the Union and said Plan will be administered by the Employer, subject to the approval of the carrier.
- (f) Seasonal workers shall be covered by the Town Group Insurance Plans, if so requested by the employee. Premiums will be shared on a 40/60 basis by the employee and the Employer. Laid off employees will pay 100% of premiums while on lay-off subject to the terms of the Plans. The employee shall make a decision on coverage and shall not be permitted to continually go on and off the Insurance Plan.
- (g) These Benefit Plans will not be reduced during the life of this agreement.
- (h) Retired employees' insurance coverage. As long as the Employer is able to find a carrier able to provide benefits to retired employees, retired employees who have been on the Town's Group Insurance Plan for ten (10) years or more, shall have the one (1) time option, upon retirement from the Town of Sackville, to remain a part of the Town Group Insurance Plan. Retired employees will be required to pay 100% of the premiums.

ARTICLE 37 – PENSION PLAN

In addition to the Canada Pension Plan, every full-time and seasonal employee shall join the Pension Plan of the Town of Sackville. The Pension Plan shall be a money

purchased (defined contribution) Pension Plan. The employee shall have the investment option for both the employee's and employer's contribution. The investment options are those which are provided by the carrier of the Pension Plan. The employer's contribution to the Pension Plan shall be fully vested immediately to the employee. The employee's contributions shall be as listed below with the employer matching equally the employee's contribution. Regular earnings shall be that as outlined in Article 10(1) which does not include shift pay, overtime or other special bonuses.

Current 6.0% of regular earnings

ARTICLE 38 – CHANGES IN AGREEMENT

- (a) Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement. Notwithstanding this provision, the articles contained in this Agreement shall constitute the total Agreement.
- (b) No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 39 – TERMINATION DATE

- (a) This agreement shall endure and be binding upon the parties and their successors.
- (b) This agreement shall be in effect for a term beginning January 1st, 2016 and ending December 31st, 2021 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party request the negotiation of a new agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this agreement or any renewal thereof. This agreement may be further extended from time to time by mutual agreement.

ARTICLE 40 – CLOTHING ISSUED

- 1. The Employer shall maintain and supply suitable identified rubber clothing and rubber boots, one (1) pair of safety boots (in accordance with the N.B. Industrial Safety Code) and one (1) pair of coveralls per annum, where necessary to the Engineering Technologist and employees of the Public Works/Parks seniority group. Should said employees prefer not to have Employer provided coveralls and would instead prefer other types of work clothing, the Employer provide the sum of \$250 (two hundred and fifty dollars) per annum for such alternate clothing. Should the

employee elect to receive the monetary amount, such will be provided to the employee on one of the first two pays of the year and the employee will be responsible for acquiring and wearing suitable attire throughout the year.

2. Mechanics will be provided an extra pair of safety boots (in accordance with the N.B. Industrial Safety Code) in addition to those mentioned in Article 40(1) and Public Building Custodians will be provided one (1) pair of rubber boots.
3. Dry cleaning will be provided where required as a result of on the job occurrences.
4. Crosswalk guards shall be provided with suitable clothing needed in the performance of their duties of \$250 per annum.

ARTICLE 41 – LEGAL COUNSEL

- (a) The Employer shall provide each member with Counsel in any matter which may be the subject of litigation wherein such member is an accused, or defendant, provided that such member, at the time of the act complained of, is acting in the ordinary course of and within the scope of his/her employment.
- (b) Further provided that such determination thereof for the purpose herein contained shall be made by the Department Head, and such determination shall be final and not subject to review.
- (c) Each member shall have the right to retain an additional counsel of his/her own choice at his/her own expense.

ARTICLE 42 – LOCKERS

The Employer shall provide suitable lockers for the private use of employees, where required.

ARTICLE 43 – WORKERS COMPENSATION

- (a) The Employer shall pay all premiums for Health and Welfare benefits while employees are on Workers Compensation Claim or reoccurrence.
- (b) An employee receiving payment for compensable injury under the Worker's Compensation shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. While on Worker's Compensation, the employee shall continue to pay his/her share of all premiums for Pension Plan, RRSP's, Canada Savings Bonds, Union Dues and other benefits that both parties agree to deduct.

ARTICLE 44 – EXCAVATION WORK

When men are employed in excavation work, there shall be a man on the surface of the ground to ensure the safety of men in the trench and to assist in the carrying out of the work.

ARTICLE 45 – BULLETIN BOARDS

The Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees on bulletin boards.

ARTICLE 46 – TOOLS

- (a) Mechanics shall supply all tools and equipment, as presently required in the performance of their duties. Replacement will be made by the Employer, by the mechanics producing the worn or broken tool or proving that the tool was lost.
- (b) The Employer shall provide fire and theft insurance covering the tools and equipment owned by the employees and used in the performance of their duties with the Employer.
- (c) The Town will provide a tool allowance of \$375.00 per year to each of the mechanics, which is to be paid during the month of January each year.

ARTICLE 47 – WAGES - RETROACTIVE

Wages including vacation pay, statutory holidays and overtime will be paid retroactive to January 1st, 2016.

ARTICLE 48 – NO STRIKES OR LOCKOUTS

There shall be no strikes or lockouts during the term of this Agreement.

ARTICLE 49 – AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION

In the event the Employer merges or amalgamates with any other body, the Employer undertakes to ensure that:

1. Employees shall be credited with all seniority rights with the new Employer.


2. All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer.
3. No employee shall receive any reduction in wage rates or benefits that are currently stipulated in this Collective Agreement when going to work for the new Employer.
4. No employee shall suffer a loss of employment as a result of merger.
5. Employees that are currently working for the Employer shall have first choice to stay in their current geographic location and in their current classification on the date of amalgamation.

DATED AT THE TOWN OF SACKVILLE, NEW BRUNSWICK, THIS 15
DAY OF May, 2017.

SIGNED SEALED AND DELIVERED

TOWN OF SACKVILLE


JOHN HIGHNAM – MAYOR


DONNA BEAL – CLERK

May 16, 2017
DATE

CUPE LOCAL 1188


BRIAN DOBSON – PRESIDENT


PAM HICKS – SECRETARY


MARCOS SALIB – CUPE

May 15th, 2017
DATE

APPENDIX 'A'

| Classification | Current | Jan 1/16 Adj. | Jan 1/16 1.00% | Jan 1/17 Adj. | Jan 1/17 1.00% | Jan 1/18 Adj. | Jan 1/18 1.00% | Jan 1/19 Adj. | Jan 1/19 1.50% | Jan 1/20 Adj. | Jan 1/20 1.50% | Jan 1/21 Adj. | Jan 1/21 2.00% |
|----------------------------|---------|------------------|-------------------|------------------|-------------------|------------------|-------------------|------------------|-------------------|------------------|-------------------|------------------|-------------------|
| Seasonal Labourer | 20.85 | | 21.06 | | 21.27 | | 21.48 | | 21.81 | | 22.13 | | 22.58 |
| Labourer | 25.56 | | 25.81 | | 26.07 | | 26.33 | | 26.73 | | 27.13 | | 27.67 |
| Public Building Custodian | 26.51 | | 26.77 | | 27.04 | | 27.31 | | 27.72 | | 28.14 | | 28.70 |
| Truck Driver | 27.97 | | 28.25 | | 28.53 | | 28.82 | | 29.25 | | 29.69 | | 30.28 |
| Heavy Equipment I | 28.45 | | 28.74 | | 29.03 | | 29.32 | | 29.76 | | 30.20 | | 30.81 |
| Heavy Equipment II | 28.92 | | 29.21 | | 29.50 | | 29.79 | | 30.24 | | 30.69 | | 31.31 |
| Utility Worker | 27.47 | | 27.74 | | 28.02 | | 28.30 | | 28.73 | | 29.16 | | 29.74 |
| Landfill Operator | 28.45 | | 28.74 | | 29.03 | | 29.32 | | 29.76 | | 30.20 | | 30.81 |
| Mechanic Apprentice | 26.51 | | 26.77 | | 27.04 | | 27.31 | | 27.72 | | 28.14 | | 28.70 |
| Mechanic, Licensed | 28.45 | | 28.74 | | 29.03 | | 29.32 | | 29.76 | | 30.20 | | 30.81 |
| Foreman | 31.35 | | 31.66 | | 31.98 | | 32.30 | | 32.78 | | 33.28 | | 33.94 |
| Accounting Clerk | 23.36 | | 23.60 | | 23.83 | | 24.07 | | 24.43 | | 24.80 | | 25.29 |
| Secretary | 22.83 | | 23.06 | | 23.29 | | 23.52 | | 23.88 | | 24.23 | | 24.72 |
| Clerical Temporary | 13.42 | 1.00 | 14.56 | | 14.71 | | 14.85 | | 15.08 | | 15.30 | | 15.61 |
| Engineering Technologist | 27.10 | | 27.37 | | 27.64 | | 27.92 | | 28.34 | | 28.76 | | 29.34 |
| Program Coordinator | 20.38 | | 20.58 | | 20.79 | | 21.00 | | 21.31 | | 21.63 | | 22.06 |
| Crosswalk Guard | 11.19 | 1.00 | 12.31 | | 12.44 | | 12.56 | | 12.75 | | 12.94 | | 13.20 |
| Jailers | 11.19 | 1.00 | 12.31 | | 12.44 | | 12.56 | | 12.75 | | 12.94 | | 13.20 |
| By-law Enforcement Officer | 23.75 | | 23.99 | | 24.22 | | 24.47 | | 24.83 | | 25.21 | | 25.71 |
| Tourism Worker | 11.19 | 1.00 | 12.31 | | 12.44 | | 12.56 | | 12.75 | | 12.94 | | 13.20 |
| Civic centre lead hand | 23.11 | 0.39 | 23.74 | 0.39 | 24.37 | 0.39 | 25.01 | 0.39 | 25.78 | 0.39 | 26.56 | | 27.09 |
| Civic centre attendant | 20.85 | 0.39 | 21.45 | 0.39 | 22.06 | 0.39 | 22.68 | 0.39 | 23.41 | 0.39 | 24.16 | | 24.64 |

In addition to the basis wage, one (\$1.00) dollar per hour shall be paid to employees working in live sewers, for the period of such work.

Newly hired employees will be paid at 80% of the classification wage rate, then 85% beginning year 2 (two), 90% beginning year 3 (three), 95% beginning year 4 (four) and 100% beginning year 5 (five) and beyond.

APPENDIX "B"

LETTER OF AGREEMENT

During the period of layoff, seasonal employees may be called in for work available, before the Jail Guards or Crosswalk Guards, providing all full-time employees have been offered the work available.

Seasonal employees may be required to work a schedule other than stipulated in Article 10 and overtime shall apply after eight (8) hours per day and after forty (40) hours per week.

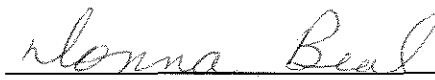
The parties agree that this Letter of Agreement shall form part of the total Collective Agreement between the Town of Sackville, called the Employer and CUPE Local 1188.

TOWN OF SACKVILLE

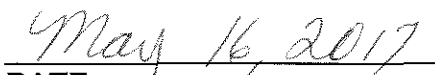
CUPE LOCAL 1188



JOHN HIGHAM – MAYOR


BRIAN DOBSON – PRESIDENT


DONNA BEAL – CLERK


PAM HICKS – SECRETARY


DATE


DATE

APPENDIX "C"

LETTER OF AGREEMENT


The Employer may offer work to the Crosswalk Guards and/or Jailers, work to be performed in the Town, providing this does not reduce overtime and providing seasonals have been offered the work to be done first, or are all working. The rate of pay shall remain as per Appendix "A" unless they are temporarily filling a position, for which Article 15 shall apply.

The parties agree that this Letter of Agreement shall form part of the total Collective Agreement between the Town of Sackville, called the Employer and CUPE Local 1188.


TOWN OF SACKVILLE



JOHN HIGHAM – MAYOR



DONNA BEAL – CLERK



DATE


CUPE LOCAL 1188



BRIAN DOBSON – PRESIDENT



PAM HICKS – SECRETARY



DATE

LETTER OF AGREEMENT

PUBLIC WORKS ON CALL

The Union hereby agrees that as part of a Foreman's responsibilities in the Public Works Department, they shall be required to be on call and carry the pager and cellular phone from time to time. This on call responsibility shall be shared between the Union and Management in the Public Works Department.

The Employer agrees to compensate the Foreman with one (1) four (4) hour call out at the overtime rate for one (1) week on call. The one (1) week on call shall begin on Thursday at 4:00 p.m. and end the following Thursday at 4:00 p.m.

When carrying the pager, the compensation above shall include receiving of pages and making any necessary phone calls relating to the pages. The employee shall receive an additional four (4) hour call out each time they are required to perform work or be present at a job site.

Management will post a list of people who will be on call at least two (2) weeks before the start of a quarter. Under normal circumstances, each Foreman will be on call one (1) week in every five (5) week period. This may be adjusted accordingly based on vacation, sick, vacant positions and other matters that may come up from time to time.

The parties agree that this Letter of Agreement shall form part of the total Collective Agreement between the Town of Sackville, called the Employer and CUPE Local 1188.

Dated at the Town of Sackville, New Brunswick this 15 day of May, 2017

TOWN OF SACKVILLE

CUPE LOCAL 1188


JOHN HIGHAM – MAYOR


BRIAN DOBSON – PRESIDENT


DONNA BEAL – CLERK


PAM HICKS – SECRETARY

May 16, 2017
DATE

May 15th, 2017
DATE

COLLECTIVE AGREEMENT NEGOTIATIONS
SEPTEMBER 14, 2016
RE: WAGE ADJUSTMENT FOR:
CIVIC CENTER ATTENDANT
CIVIC CENTER LEAD HAND

The Town of Sackville and the Canadian Union of Public Employees (CUPE) Local 1188 are in agreement with the following;

1. The wage rates of the classifications of Civic Center Attendant and Civic Center Lead Hand will be increased by the following amounts on the dates indicated;

| | |
|--------------------------------|-------------|
| January 1 st , 2016 | \$0.39/hour |
| January 1 st , 2017 | \$0.39/hour |
| January 1 st , 2018 | \$0.39/hour |
| January 1 st , 2019 | \$0.39/hour |
| January 1 st , 2020 | \$0.39/hour |

2. These wage increases will be applied prior to any general wage increase, if any, to the classifications listed in Appendix 'A'.
3. The Union, CUPE Local 1188 agrees to withdraw any and all statements purporting to have the wages of these classifications subjected to reclassification through the grievance procedure according to Article 13(1(g)) of the current collective agreement.

The above agreed to provisions will become effective on the date of signing of the new collective agreement.

TOWN OF SACKVILLE


JOHN HIGHAM – MAYOR


DONNA BEAL – CLERK

CUPE LOCAL 1188


BRIAN DOBSON – PRESIDENT


PAM HICKS – SECRETARY

Dated at the Town of Sackville, New Brunswick this 15th day of May, 2017.

COLLECTIVE AGREEMENT NEGOTIATIONS

SEPTEMBER 14, 2016

GRIEVANCE SETTLEMENT AGREEMENT

RE: ARTICLE 10(4) SHIFT PREMIUM

The Town of Sackville and the Canadian Union of Public Employees (CUPE) Local 1188 are in agreement with the following;

1. The Town allows the grievances and will pay the shift premium to the Civic Centre employees on all hours worked in excess of 12 hours in any one day (or 8 hours in any one day for the Civic Centre Lead Hand) or 40 hours in any one week during the ice maintenance periods. For outside the ice maintenance periods, shift premium will be paid to the Civic Centre employees on any hours worked between 4:00 pm and before 7:30 am.
2. Grievances number 2400-15-14, 2400-15-15, 2400-15-16, 2400-15-13, 2016-001 and 2016-002 are withdrawn by CUPE Local 1188.
3. This shift premium payment will be retroactive to October 6th, 2015 which is the 10-day period prior to the date the first grievance was filed on this matter.
4. The Town maintains the right to try and negotiate alternate language to article 10(4) during the current round of negotiations with the Local.

The above agreed to provisions will become effective on the date of signing of this Grievance Settlement Agreement.

TOWN OF SACKVILLE

CUPE LOCAL 1188


JOHN HIGHAM – MAYOR


BRIAN DOBSON – PRESIDENT


DONNA BEAL – CLERK


PAM HICKS – SECRETARY

Dated at the Town of Sackville, New Brunswick this 15TH day of MAY, 2017.