

COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF SHEDIAC



AND

CUPE LOCAL 1773

CUPE·SCFP / Canadian Union of Public Employees
Syndicat canadien de la fonction publique

JULY 1, 2017 TO JUNE 30, 2022

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THIS AGREEMENT made this 19 day of December A.D. 20 17.

BETWEEN: The Town of Shediac, a body corporate, hereinafter called the Employer, of the First Part;

AND: The Canadian Union of Public Employees, Local 1773, hereinafter called the Union, of the Second Part.

ARTICLE 1 – PREAMBLE

1.01 WHEREAS it is the desire of both parties to this agreement:

- (1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to wages, working conditions, services, etc.;
- (3) To encourage efficiency in operation;
- (4) To promote the morale, well-being and working conditions of all the employees in the bargaining unit of the Union.

1.02 AND WHEREAS it is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

NOW THEREFORE the parties agree as follows:

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights – All the 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. The Employer shall exercise its rights consistent with the terms of this Agreement.

2.02 No employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this collective agreement unless mutually agreed between the Employer and the bargaining unit.

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ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

- 3.01 **Recognition** – The Employer recognizes the Canadian Union of Public Employees, Local 1773 as the sole and exclusive certified collective bargaining agent for all of its employees in matters relating to Labour Relations save and except Town Manager, Director of Finance, Director and Superintendent of Municipal Operations, Director of Community Living, Director of Economic Development and Tourism, Communications Officer, Fire Chief, Community Development and Leisure Manager, Human Resources Manager, Assistant Secretary, Assistant to the Director of Finance, Accounting Clerk, Receptionist and Fire Prevention Officer.

The Union agrees that any employee of the Town hired for the specific purpose of working on projects and students are not covered by the terms of this Agreement. No members of the bargaining unit shall be laid off due to project employees or students working.

- 3.02 **Representation** – While certification of the Union remains, the Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit, or make any agreement with employees which conflicts with the terms of this agreement.
- 3.03 **Union Officers** – The Employer shall recognize elected officers and shop stewards to represent all affairs of the Union. The Union will supply the Employer with the names of its officers and shop stewards. If requested, the Employer shall supply the Union with a list of its representatives with whom the Union may be required to transact business.
- 3.04 **Union Committees** – The Employer agrees to recognize the Union's Negotiating Committee, and the members that it appoints to the Labour-Management Co-operation Committee and the Joint Health and Safety Committee.
- 3.05 **Representative of Canadian Union** – The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 **No Discrimination** – The Parties agree that there shall be no discrimination practiced or exercised.

ARTICLE 5 – UNION SECURITY

- 5.01 **Maintenance of Membership** – All employees of the Employer, who are presently members of the Union shall continue to be members of the Union as a condition of employment. All future employees of the Employer shall, as a condition of employment, become and remain members of the Union within thirty (30) working days of their employment with the Employer.

ARTICLE 6 – CHECK-OFF OF UNION DUES

- 6.01 Check-Off – The Employer shall deduct from every employee regular monthly union dues, in accordance with the Union Constitution and/or By-Laws, and owing by him to the Union.
- 6.02 Notice to Employer – Before the Employer is obliged to deduct any amount under this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted under this Article until changed by a further written notice to the Employer signed by the designated officer of the Union after which such changed amount shall be the amount to be deducted and so from time to time. Any changes in the dues structure must be made in accordance with the Union's Constitution and/or By-laws.
- 6.03 Deductions – Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made. If requested, a copy of this list shall be forwarded by the Employer to the National Headquarters of the Canadian Union of Public Employees, 1375 St. Laurent Boulevard, Ottawa, Ontario K1G 0Z7.

ARTICLE 7 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 7.01 New Employee – 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 the articles dealing with Union Security and Dues Check-Off.
- 7.02 Copies of Agreement – On commencing employment, the employee's immediate supervisor shall introduce the new employee to his union steward or representative, who will provide him with a copy of the collective agreement.
- 7.03 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 during the first month of employment for the purpose of discussing with the new employee the benefits and duties of union membership and his responsibilities and obligations to the Union.

ARTICLE 8 – CORRESPONDENCE

- 8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass between the Town Manager and the Secretary of the Union.

ARTICLE 9 – LABOUR MANAGEMENT CO-OPERATION COMMITTEE

- 9.01 Establishment of Committee – The Parties to this Agreement recognize the benefits which can be derived from a Labour Management Committee and shall establish such committee. It is agreed that such committee shall be composed of an equal number of management and union representatives and shall prescribe its terms of reference subject to Article 9.02.
- 9.02 Jurisdiction of Committee – The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Agreement.

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

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.01 Election of Stewards – In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect two (2) stewards, namely one each from the Recreation Department and the Public Works Department, whose duties shall be to assist any employee which the steward represents, in preparing and in presenting his grievance in accordance with the grievance procedure.
- 10.02 Names of Stewards – The Union shall notify the Employer in writing of the name of each steward and the Department(s) he represents before the Employer shall be required to recognize them. Any change in the steward personnel shall be given to the Employer within twenty-one (21) days from his appointment in writing.
- 10.03 Grievance Committee – The stewards so selected shall constitute the Grievance Committee so long as they remain employees or until the Employer is advised by the Union of any change. One steward shall be appointed by the Union as Chief Steward.
- 10.04 Servicing Grievances – No steward shall leave his work without first getting permission from his immediate supervisor or department head. He must also report to the supervisor when returning to work. Such permission shall not be unreasonably withheld.
- 10.05 Definition of Grievance – A grievance under this agreement shall be defined as any difference or dispute between the Employer and any employee(s) or the Union affecting Employer/Union relations, or a case where the Employer has acted unjustly.
- 10.06 Settling of Grievances
- Step 1 Within twenty (20) working days after an alleged complaint or grievance arises, or an employee becomes aware or ought to have become aware of the alleged complaint or grievance, the employee shall discuss the matter with the appropriate Department Head.

If the employee and the Department Head cannot come to an understanding over the dispute, the employee shall then, within ten (10) working days, refer the complaint or grievance, in writing, to a Union Steward.

For disputes arising out of Article 23 (Job Classification and Reclassification), the Union shall, within twenty (20) working days, refer its complaint or grievance, in writing, to the Town Manager.

Step 2 If the Union Steward considers the grievance to be justified, the steward, with the employee, shall seek to settle the grievance with the Department Head.

Step 3 Failing satisfactory settlement, within ten (10) working days after submission under Step 2, the grievance shall be submitted to the Town Manager by the Grievance Committee with the employee concerned. The Administrator shall render his decision, in writing, within ten (10) working days from the receipt of the grievance.

Step 4 Failing satisfactory settlement under Step 3, the Union may within thirty (30) working days of receiving the Town Manager's decision as outlined in Step 3, refer the dispute to arbitration as provided for in Article 11.

10.07 **Union or Policy Grievance** – Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has or initiates a grievance, Steps 1 and 2 of Article 10.06 may be by-passed.

10.08 **Grievance in Writing** – Grievances and replies shall be in writing in all stages.

10.09 **Failure to Act Within Time Limits** – On the failure of the grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified, the grievance shall be deemed to be abandoned and cannot be reopened.

10.10 **Technical Objections to Grievances** – No grievance shall be defeated by any formal or technical objection and the Arbitration Board shall have the power to allow all 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 the giving of a decision according to equitable principles and the justice of the case.

10.11 **Omitting Steps** – When Steps 1 and 2 are by-passed in accordance with 10.07 and 12.03, the time limit to initiate a grievance shall be twenty (20) working days from the date of occurrence.

ARTICLE 11 – ARBITRATION

11.01 **Composition of Board of Arbitration** – When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party, indicating the name of its nominee on an arbitration board. Within ten (10) working days thereafter, the other party shall answer in writing indicating the name and address of its appointee to the Arbitration Board. The two arbitrators shall then meet to select an impartial Chair.

- 11.02 Failure to Appoint – If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairman within seven (7) days of the appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.
- 11.03 Board Procedure – The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within sixty (60) days from the date of hearing.
- 11.04 Decision of the Board – The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman of the Board shall be the decision of the Board of Arbitration and shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.
- 11.05 Disagreement on Decision – Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision which it shall do within three (3) days.
- 11.06 Expenses of the Board – Each party shall pay:
- (1) The fees and expenses of the Arbitrator it appoints.
 - (2) One-half the fees and expenses of the Chairman.
- 11.07 Amending of Time Limits – The time limits fixed in both the grievance and arbitration procedure may be extended by agreement of the parties to this agreement.
- 11.08 Notwithstanding article 11.01, the parties may agree to refer the dispute to a single arbitrator, in which case articles 11.02 to 11.07 shall apply *mutatis mutandis*.

ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 12.01 Warnings – Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the employee involved.
- 12.02 Discharge and Suspension Procedure
- a) An employee who has completed his probationary period may be dismissed or suspended, but only for just cause. When an employee is discharged or suspended, he shall be given the reason in the presence of his steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

- b) In the event that an employee is disciplined and no further disciplinary action is taken against him for a period of twenty-four (24) months, his record shall be cleared and this fact shall be noted in his personnel file.
- 12.03 May Omit Grievance Step – An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to proceed directly to Step 3 of the Grievance Procedure outlined in Article 10.06.
- 12.04 Unjust Suspension or Discharge – Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board. For the purpose of this article, no records of such unjust suspension or discharge will be kept in the employee's personnel file.

ARTICLE 13 – SENIORITY

13.01 Seniority Defined

- a) "Permanent employees" occupy defined positions. For permanent employees, seniority is defined as the length of continuous service in the employ of the Employer.
- b) "Casual employees" are employees hired on an irregular or seasonable basis and do not have defined positions.
- i) For casual employees, seniority shall be determined by the number of hours worked from the day of hiring;
- ii) Should a casual employee gain status as a permanent employee, seniority as a permanent employee shall be based on the date of hire as a permanent employee, plus their casual seniority, 2080 hours regular hours (excluding overtime) being recognized as one (1) year. For further clarification, benefits, such as sick leave credits, shall not be retroactive, but such benefits accumulated to date shall be retained.
- c) "Temporary employees" are new employees hired to replace an employee of the bargaining unit on family leave (maternity or parental) or medical leave. Temporary employees shall not accumulate seniority. Temporary employees shall benefit from all the rights and privileges as casual employees under the Collective Agreement except for sick leave, group health and life insurance, pension and uniforms.
- d) Seniority shall operate on a bargaining unit-wide basis, unless otherwise provided.

e) Departments for the purpose of this agreement shall mean the Recreation Department and the Public Works Department.

13.02 Seniority List – The Employer shall maintain a separate seniority list for permanent employees and casual employees showing the date upon which each employee's service commenced or hours worked as the case may be. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

13.03 Probationary Periods – Newly hired permanent employees shall be considered on a probationary period for eighty (80) regular working days from the date of hiring. Newly-hired casual employees shall be considered on a probationary period for six hundred and forty (640) working hours from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge. The employment of such employee may be terminated at any time during the probationary period without recourse to the Grievance Procedure unless the Union claims discrimination as noted in Article 4 (No Discrimination) as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

13.04 Casual Employees – Casual employees shall benefit from all rights and privileges under this Collective Agreement, excepting Articles:

- 15.04 Continuation of Benefits
- 19.00 Vacations
- 21.04 Jury Duty or Witness
- 21.05 Education Leave
- 22.05 Long Service Pay
- 28.00 Uniform and Clothing
- 29.02 LTD
- 29.03 Payment of Premiums During Temporary Absence
- 29.05 Premiums of Retirement

i. Casual Sick Leave – From the date of signing of this Agreement, casual employees shall be entitled to receive one (1) working day of sick leave per 170 regular hours of work, and this to commence 480 regular hours of work after recall to work, and shall be cumulative to a maximum of twelve (12) days from year to year (carryover). At any time, the maximum shall be twelve (12) days. All other provisions of Article 20, except Article 20.08, shall apply.

ii. Casual Uniforms – From the date of signing of this Agreement, casual employees who worked more than 1040 regular hours in the previous twelve (12) months shall benefit from the rights and privileges of Article 28 (Uniform and Clothing) of this Collective Agreement.

iii. Group Health and Life Insurance – Casual employees shall have access to Group Health and Life Insurance in accordance with Article 29.01 if they qualify under the plan.

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- 13.05 Loss of Seniority – An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer.

An employee shall lose his seniority only in the event:

- (1) He is discharged for just cause and is not reinstated.
- (2) He resigns.
- (3) He is absent from work in excess of five (5) working days without notifying the Employer, unless such notice is not reasonably possible.
- (4) He fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
- (5) He is laid off for a period longer than twelve (12) months.

- 13.06 Transfers and Seniority Outside Bargaining Unit – No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority acquired at date of leaving the unit, but not accumulate any further seniority. Such an employee has a period of twelve (12) months in which to return to the bargaining unit. He shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

After the twelve (12) month period, the employee returning to the bargaining unit will be classified as a new employee with no seniority.

- 13.07 Retention of Seniority Rights – Should the Town of Shediac merge, amalgamate or combine any of its operations or functions with another employer, the Town of Shediac agrees to the retention of seniority rights to employees covered by this agreement with the new employer.

ARTICLE 14 – PROMOTION AND STAFF CHANGES

- 14.01 Job Postings – When a vacancy occurs for a permanent or temporary position or a new position is created within the Bargaining Unit, the Employer shall notify the Union in writing and post notice on bulletin boards in all Departments for a minimum of one week in order that all members will know about the position and be able to make written application thereof. **The Employer shall post the position within twenty (20) calendar days.**
- 14.02 Information in Postings – Such notice shall contain the following information: Nature of position, qualifications, ability required, physical fitness, knowledge and education, skills, shift, wage or salary rate or range. These qualifications may not be established in an arbitrary or discriminatory manner.

14.03 No Outside Advertising – No outside advertisement for additional employees shall be made until present employees have had a full opportunity to apply.

14.04 Method of Making Appointments – In making staff changes, transfers or promotions, appointment shall be made in the following priority:

- 1) First, to the applicant from the Department where the vacancy or new position occurs with the greatest permanent seniority and having the required qualifications, certification(s), ability and physical fitness.
- 2) Secondly, to the applicant in the Bargaining Unit with the greatest permanent seniority and having the required qualifications, certification(s), ability and physical fitness.
- 3) Thirdly, the Casual I with the greatest seniority and having the required qualifications, certification(s), ability and physical fitness.
- 4) Then, to the applicant having the best qualifications, certification(s), ability and physical fitness.
- 5) All applicants in the Bargaining Unit shall be granted a job interview.

14.05 Trial Period – The successful applicant within the bargaining unit shall be placed on trial for a period of sixty (60) working days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of sixty (60) working days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority and wage or salary.

It is not the responsibility of the Town to ensure training of the individual in order for him to meet job qualifications and certification.

14.06 Promotions Requiring Higher Qualifications or Certification – In case of promotion requiring higher qualifications or certification, the Employer shall give consideration to the senior employee who does not possess the required qualifications or certification, but is preparing for qualification or certification prior to filling of a vacancy. Such employee will be given an opportunity to qualify or certify within a reasonable length of time and to revert to his former position if the required qualifications or certification are not met within such time.

14.07 Union Notification – The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and termination of employment. This notice must be in writing.

ARTICLE 15 – LAYOFFS AND RECALLS

- 15.01 Layoff and Recall Procedure – Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority, and shall be recalled in the order of their seniority provided they are qualified, certified, able and have the physical fitness to do the work. The seniority of permanent employees shall be greater than the seniority of casual employees. **The seniority of Casual I employees shall be greater than the seniority of Casual II employees.**
- 15.02 No New Employees – No new employees will be hired until those laid off have been given an opportunity to reemployment.
- 15.03 Notice of Layoff – The Employer shall notify the employees who are to be laid off ten (10) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work ten (10) full days after notice of layoff, he shall be paid in lieu of work for that part of ten (10) days during which work was not made available.
- 15.04 Continuation of Benefits – The Employer agrees to pay its portion of group insurance plans and health plans for employees laid-off for periods of less than six (6) months. In the event of a longer layoff, employees so affected will be given the right to continue this coverage through direct payments.

ARTICLE 16 – HOURS OF WORK

- 16.01 Hours of Work of Permanent Employees
- a) The normal hours of work shall consist of forty (40) hours per week averaged over a two-week period. The normal workday shall be eight (8) hours.
 - b) Each employee shall receive two (2) consecutive calendar days off each week.
 - c) The hours of work for the Department of Public Works are as follows: 7:30 a.m. to 12:00 p.m. and from 1:00 p.m. to 4:30 p.m., Monday through Friday inclusively. With the Union's consent, the Employer may change or add scheduled shifts.
 - d) Shift work may be rotated among employees.
 - e) The hours of work and days off of each employee shall be posted in an appropriate place at all times.
 - f) The Employer may change scheduled shifts of any permanent employee who is not in the Department of Public Works. If the working schedule is to be changed, the Employer agrees to give two weeks' notice in writing to the Union and employees affected by such change. If the Employer fails to give such notice, then the employees affected by such change must be paid the overtime rate for all hours which were not originally scheduled.

g) The above does not apply to casual employees

- 16.02 Meal Break for Shift Workers – One-half hour meal time shall be included as part of the regularly scheduled work period for employees on shift work. Employees must stay on site during their paid one-half hour meal time.
- 16.03 Changes to Scheduled Day Off – An employee may change his scheduled day or days off with another employee of equal rank provided permission is obtained from the Department Head.
- 16.04 Break Period – All employees shall be permitted a fifteen (15) minute rest period both in the first and the second half of a shift.

ARTICLE 17 – OVERTIME

17.01 Overtime Defined

- a) Permanent employees – All time worked beyond the normal workday, the normal workweek, or on a holiday, shall be considered as overtime.
- b) Casual employees – All time worked beyond eighty (80) hours in a two-week period or on a holiday shall be considered overtime.

17.02 Overtime Rates – Overtime rates shall be time and one-half (1½) the rate of pay. At the employee's option, time off at the overtime rate may be credited to an employee in lieu of pay to a total maximum of **fifteen (15)** working days or **one hundred and twenty (120)** hours for the calendar year. Time off shall be taken at a mutually agreeable time during the present calendar year unless otherwise approved by the Department Head, and shall not cause the employer to incur overtime.

17.03 No Layoff to Compensate for Overtime – Employees shall not be required to layoff during regular hours to equalize any overtime worked.

17.04 Assignment of Overtime and Call-Back – In this article, the word "overtime" includes call-back.

- a) The Employer will initially request volunteers to work overtime from among qualified employees.
- b) Overtime will be allocated as equally as possible among the volunteers, by department, in rotating order through the seniority lists.
- c) For the purposes of overtime equalization, an employee who refuses voluntary overtime will be considered to have worked the number of overtime hours the employee would have worked had he or she not refused the overtime.

- d) Employees unable to work due to disability or illness at the time the overtime was offered will be credited with the average overtime worked in their department during their period of absence.
 - e) Where employees in the department refuse available overtime, it may be offered to anyone that the Employer considers to have the skill and ability to perform the work available. Employees performing overtime work outside their regular departments will have it credited to their entitlement to an equal distribution of overtime.
 - f) If insufficient employees volunteer, casual employees may be assigned in reverse order of their seniority.
 - g) Where it is determined that an error has been made in overtime distribution, it will be corrected by offering the next available opportunities to those who are entitled to make-up.
 - h) There is to be no pyramiding of overtime or other premium pay rates.
- 17.05 Minimum Call Back Time – An employee who is called in and required to work outside his working hours with less than twenty-four (24) hours' notice shall be paid for a minimum of three (3) hours at overtime rates and shall be paid from the time he leaves his home to report for duty until the time he arrives back upon proceeding directly from work. If an employee is requested to work overtime with twenty-four (24) hours' notice or more, the employee will be compensated at the overtime rate for all time worked outside his regular scheduled shift. An employee required to work immediately after his scheduled shift will be paid overtime for additional hours worked and this will not be considered a minimum three-hour call back.
- 17.06 Meal Allowance – An employee required to work at least two (2) hours of overtime before or immediately following his regular shift will be given a meal allowance of ten dollars (\$10.00) for the period of time between midnight to noon and twenty dollars (\$20.00) for the period of time between noon to midnight.

ARTICLE 18 – HOLIDAYS

- 18.01 List of Holidays – The Employer recognizes the following as paid holidays:

| | | |
|----------------|-------------------|-----------------|
| New Year's Day | Easter Monday | Remembrance Day |
| Good Friday | New Brunswick Day | Christmas Day |
| Victoria Day | Labour Day | Boxing Day |
| Canada Day | Thanksgiving Day | Family Day |

and one (1) floating day per calendar year scheduled with approval of the Department Head, and any other day proclaimed as a holiday by the Federal or Provincial Government or by the Town of Shediac. The Floating Day must be taken during the current year, and cannot be carried over to the next year. No money will be substituted for the Floating Day.

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 NB, AR, 2, 04

Casual II employees shall benefit from the Floating Day, which will be taken on the last day of their period of employment, unless mutually agreed between the employer and the employee.

18.02 Holiday Not Worked

- a) When a holiday falls on a scheduled workday, employees who are not required to work on the said holiday shall receive pay equal to one normal day's pay.
- b) When any of the above-noted holidays falls on an employee's scheduled day off, the employee shall receive a substituted day off with pay at a time mutually agreed upon between the employee and the Employer.

18.03 Holiday worked – If an employee is scheduled to work or called back to work on a Holiday, he/she shall be paid time and one half (1 ½) the regular rate for all hours worked in accordance with Article 17.02 in addition to the holiday pay for the day outlined in Article 18.01.

18.04 Christmas and New Year's Eve – All employees shall be granted to have the last one-half working shift off with pay on Christmas Eve and New Year's Eve, which shall not exceed 4 hours.

ARTICLE 19 – VACATIONS

19.01 Length of Vacation – Every employee who, on the 30th day of April, the last day of the vacation year, has seniority of:

- a) less than seven (7) complete years, shall be entitled to vacation with pay at his regular rate calculated on the basis of one and one-quarter (1¼) days per month of service (or 3 weeks).
- b) seven (7) complete years or more shall be entitled to four (4) weeks' vacation with pay at his regular rate.
- c) eighteen (18) complete years or more shall be entitled to vacation of five (5) weeks with pay at his regular rate.
- d) twenty-three (23) complete years or more shall be entitled to vacation of six weeks with pay at his regular rate.

19.02 Holidays During Vacation – If a paid holiday falls or is observed during an employee's vacation period, he shall be granted an additional day's vacation for each holiday, in addition to his regular vacation time.

19.03 Calculation of Vacation Pay – Vacation pay shall be at the rate effective immediately prior to the vacation period.

19.04 Vacation Pay on Termination – An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

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- 19.05 Preference in Vacations – Vacations shall be granted first on the basis of seniority among those employees having children who attended 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, if such vacation is requested during the months of July and August.
- 19.06 Vacation Schedules – Vacation Schedules shall be posted by May 1st each year and shall not be changed unless mutually agreed upon between the employee concerned and the Employer.
- 19.07 Unbroken Vacation Period – An employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.
- 19.08 Vacation Entitlement – Vacation entitlement may not be carried over to a subsequent vacation year. However, where special circumstances exist, an employee who wishes to carry vacation entitlement forward shall request the Employer's permission to do so, in writing, prior to the last day of December of the vacation year in which the employee ordinarily would take the vacation sought to be carried forward, and the Employer may grant such request.

ARTICLE 20 – SICK LEAVE PROVISIONS

- 20.01 Sick Leave Defined – Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled.
- 20.02 Amount of Sick Leave – All employees shall be entitled to receive one-and-one-half (1½) days sick leave per month cumulative to a maximum of **three hundred (300) days**.
- 20.03 Deductions from Sick Leave Credits – A deduction shall be made from accumulated sick leave for all normal working days (exclusive of holidays) absent for sick leave as defined in 20.01.
- 20.04 Proof of Illness – An employee may be required to produce a certificate from a qualified medical practitioner certifying that such employee is unable to carry out his duties due to illness.
- 20.05 Sick Leave during Leave of Absence – When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work within nine (9) months, he shall not receive sick leave credit for the period of such absence but shall retain his accumulated credit, if any, existing at the time of such leave or lay off.
- 20.06 Sick Leave Without Pay – Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted. This clause shall not apply when an employee has been determined by a Government agency or insurer to be permanently disabled to the point that he cannot perform his regular duties.
- 20.07 Requirements to Notify – An employee who is to be absent from work on account of sickness or accident who wishes to use his sick leave credits for such absence must notify his immediate Supervisor at least two (2) hours prior to his scheduled shift, if possible.

- 20.08 Unused Portion of Sick Leave Credits – On severance of employment, the Employer shall pay the employee or his beneficiary 5% of his accumulated sick leave for each year of service at the rate of 50% his regular rate of pay at the time of severance. This article shall not apply to those employees dismissed for cause. A maximum sick leave benefit of one hundred eighty-five (185) days shall apply for the purposes of this clause.

ARTICLE 21 – LEAVE OF ABSENCE

- 21.01 Union Conventions – Leave of absence with pay and without loss of seniority shall be granted, upon request to the Employer, to employees elected or appointed to represent the Union at Union Conventions or seminars. Such leave shall not exceed a total of ten (10) days in one year.
- 21.02 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 leave of absence without pay and without loss of seniority by the Employer for a period up to one (1) year. Such leave shall be renewed each year on request during his time at office.
- 21.03 Bereavement Leave – An employee shall be entitled to a maximum of:
- a) five (5) working days' leave without loss of salary or wages in the case of the death of a spouse (including common-law), child or step-child; and
 - b) three (3) working days' leave without loss of salary or wages, in the case of the death of a parent, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law.

Where burial occurs outside the Province, the leave above shall include, as well, reasonable travelling time, so that the total leave shall not exceed five (5) working days. There shall be no pay granted for such leave that falls on non-working days. Leave under this Article shall encompass the day of the funeral.

An employee shall be entitled to the day of the funeral as leave without loss of salary or wages in the case of the death of an aunt, uncle, niece or nephew.

- 21.04 Jury Duty or Witness – The Employer shall grant leave of absence from work to an employee who:
- a) is required to serve on a jury; or
 - b) is subpoenaed as a witness before a Court of Justice, a Coroner's Inquest or a Court of Inquiry.

Such employee shall be paid the difference between his regular pay and the amount received as a Juror or as a Witness excluding travelling, meals, and other expenses upon presentation of a certificate of attendance for Jury and Witness duty. If an employee is required to report on any day for jury duty but is not required to serve for the entire day, such employee shall then report to work.

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- 21.05 Education Leave – Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications in the service.
- 21.06 General Leave – The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

- 22.01 Pay Days – The Employer shall pay salaries and wages every other **Thursday** in accordance with Schedule “A” attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of his wages and deductions.
- 22.02 Standby – When an employee is advised by the Employer that he is “on call” that is, immediately available by direct telephone contact, he shall be paid two (2) hours per eight (8) hours of standby.
- 22.03 Temporary Transfer – Should an employee be temporarily transferred or assigned to a higher rated position for more than one (1) day, the employee shall receive the pay of the higher rated position for the period of such transfer or assignment.
- 22.04 Shift Differential – A shift differential of **one dollar (\$1.00)** per hour shall be paid for hours worked between 4:00 p.m. and 8:00 a.m. for all employees except employees scheduled to work on a shift for which the majority of scheduled hours of work is within the period 8:00 a.m. to 4:00 p.m.
- 22.05 Long Service Pay – In recognition of long service to the Town by employees, the Employer agrees to pay an annual payment to each employee on the following basis:

| | |
|---|----------|
| After one (1) year's seniority | \$100.00 |
| After five (5) years' seniority | \$150.00 |
| After ten (10) years' seniority | \$200.00 |
| After fifteen (15) years' seniority | \$250.00 |
| After twenty (20) years' seniority | \$300.00 |
| After twenty-five (25) years' seniority | \$350.00 |

and the said payment shall be on a separate cheque and paid to the employees on the first pay day of December in each year.

ARTICLE 23 – JOB CLASSIFICATION AND RECLASSIFICATION

- 23.01 Job Descriptions – The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions.
- 23.02 No Elimination of Present Classifications – Existing classifications shall not be eliminated without prior agreement with the Union.

- 23.03 Changes in Classification – When the duties or volume of work in any classification are changed or increased, or where the Union and/or the employee feel he is unfairly or incorrectly classified, or when any position not covered by Schedule "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 on 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.

ARTICLE 24 – SAFETY AND HEALTH

- 24.01 Occupational Health & Safety – All requirements of the Occupational Health and Safety Legislation shall be respect by the Employer and the employees.
- 24.02 Fist-Aid Kits and Training – A First-Aid Kit and fire extinguishers shall be supplied by the Employer. The Employer agrees to provide First-Aid Training courses to all employees who shall attend such courses as are required for basic qualifications.
- 24.03 Pay for Injured Employees – An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay without deduction from sick leave unless a doctor or nurse states that the employee is fit for further work on that shift.

ARTICLE 25 – JOB SECURITY

- 25.01 Job Security – In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred or leased in such a way as to reduce the hours of work or cause layoffs of employees of the bargaining unit, either directly, indirectly or through bumping.

The Town agrees to guarantee ten (10) full-time positions in the Public Works Department and five (5) full-time positions in the Recreation Department.

When any such position is temporarily vacant for an anticipated duration of four (4) months or more, the Employer shall ensure a replacement.

- 25.02 Inclement Weather – Whenever ordinary work cannot be reasonably continued during working hours by reason of inclement weather conditions, the Employer shall either provide indoor work in their or other departments for outside crews or allow them to stand by inside. No loss of pay shall result by reason of the provisions of this clause.

ARTICLE 26 – TECHNOLOGICAL CHANGES

- 26.01 Technological Changes – The introduction of technological changes which affects the working conditions of the bargaining unit shall be subject to negotiations between the parties; if the parties cannot resolve such disputes, the matter shall be processed in accordance with the procedures of the New Brunswick *Industrial Relations Act* (Ch. I-4).

ARTICLE 27 – OUTSIDE EMPLOYMENT

- 27.01 No Outside Employees – The Employer recognizes the rights of employees to have other employment, provided such other employment does not interfere with such employee's performance of work for the Employer or does not conflict with the interests of the Employer.

ARTICLE 28 – UNIFORMS AND CLOTHING

- 28.01 Safety Boots – An employee required to wear safety boots shall receive from the Employer a \$200.00 allowance paid on a separate cheque on September 1st of each year providing the employee shows proof that he has and wears CSA approved boots.

- 28.02 Uniforms and Clothing – The Employer shall issue:

- a) In the month of September,
 - i. The employees working at the arena will receive a voucher from a Town approved supplier, to purchase pants, shirts, sweatshirts, T-shirts. Employees may purchase any items from the list but the total cost must not exceed \$330.00;
 - ii. All other permanent employees and casual employees, who qualify as per article 13.04 ii, will receive a voucher from a Town approved supplier, to purchase pants, shirts, T-shirts. Employees may purchase any items from the list but the total cost must not exceed \$180.00;
 - iii. One (1) jacket with the Town of Shediac crest every two years.

All items listed above will be purchased through a voucher. No money will be given to employees.

Should an employee exceed the maximum value allowed, he is responsible for the difference at the point of sale. If the maximum allowed is not used, the difference will not be returned to the employee.

- b) one (1) raincoat, coveralls, non-prescription goggles, helmet and masks as required.

Replacement items will be issued only when used or damaged items are returned. Permission of the Department Head will be required before replacement items can be issued. Any required safety clothing and equipment, such as orange jackets, vests or stripes, shall not be used as substitutes for the items listed in this paragraph.

ARTICLE 29 – WELFARE BENEFITS

29.01 Group Health and Life Insurance

- a) The Employer shall maintain a group health insurance plan and a group life insurance plan for municipal employees. Such plans may be replaced by mutual agreement in writing by alternate plans, which may include additional or improved benefits. The Employer shall pay 100% of the premiums of such plans for all regular employees. Employees shall co-pay \$5.00 per prescription.
- b) Premiums related to group health and dental insurance for casual Employees shall be paid by the Employer during the period that such employees are actually employed. Such employees may continue paying such premiums during layoff as defined in Article 13.04.
- c) The Employer agrees to pay the full amount of the plans.
- d) Effective at date of signing, vision will be increased to \$250.00.

29.02 L.T.D. – A long-term disability plan shall be maintained. Such plan may be modified through mutual consent. The employee shall pay 100% of the premium of such plan through payroll deductions.

29.03 Payment of Premiums During Temporary Absence – An employee prevented from performing his regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation Act shall continue to benefit from Article 29.01, and further the Employer agrees to pay the affected employee an amount equivalent to the premiums referred to in Article 29.02 during the period of temporary absence. The Employer agrees to pay the employee share of the Pension Plan provided the employee also pays his share. This is to continue for a maximum period of two (2) years. The employee will also keep accumulating seniority for that period.

29.04 Pension Plan – The Pension Plan presently in effect shall continue to apply during the term of this agreement. **Permanent and casual employees as well as the employer shall make matching contributions of 7%.** Any changes to the said plan shall only take effect by mutual agreement of the parties.

29.05 Premiums of Retirement – **Employees who retire between the ages of 57 and 65 will be eligible for pre-retirement health and life insurance coverage. 100% of Premiums are paid by the employee.**

ARTICLE 30 – GENERAL CONDITIONS

- 30.01 Bulletin Boards – The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other reasonable notices as may be of interest to the employees.
- 30.02 Tools and Equipment – The Employer shall supply all tools and equipment required by employees in the performance of their duties. Replacements will be made by producing the worn or broken tools.
- 30.03 Benefits Greater than *Employment Standards Act* – Where a benefit, privilege, right or obligation in the *Employment Standards Act* is greater than provided for in the Collective Agreement, the *Employment Standards Act* shall prevail. Where the Collective Agreement provides for greater benefit, privilege, right or obligation than the *Employment Standards Act*, the Collective Agreement shall prevail.

ARTICLE 31 – GENERAL

- 31.01 Plural or Feminine Terms May Apply – Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.
- 31.02 Liability – The Town and/or its agents shall pay all legal costs of any action initiated against an employee by virtue of the performance of his employment duties.

ARTICLE 32 – STRIKES AND LOCKOUTS

- 32.01 No Strikes – The Union hereby agrees that during the term of this Agreement there shall be no strikes or walkouts.
- 32.02 No Lockouts – The Employer agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 33 – TERM OF AGREEMENT

- 33.01 Effective Date – This Agreement shall be binding and remain in effect from July 1, 2017 to June 30, 2022 and, this Agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiations of a new agreement by giving written notice to the other party, between the period of April 1st and June 1st of any year. Within twenty (20) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new agreement.

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33.02 Notwithstanding the preceding, where a notice requesting negotiations of a new agreement has been given, this Agreement shall remain in full force and effect until such time as an agreement has been signed in respect of a renewal, amendment, or substitution thereof; or until such time as a deadlock is arrived at, in which case Article 32 of this Agreement shall be null and void.

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

SIGNED on behalf of the parties on this 19 day of December, A.D. 2017.

C.U.P.E. LOCAL 1773

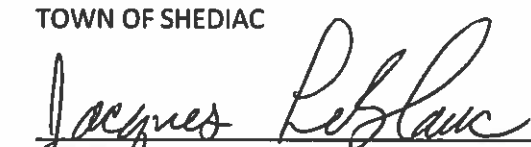

Scott Gallant, President

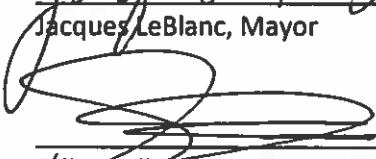

Rheal Cormier


Eric Ruel


Marcos Salib, CUPE Representative

TOWN OF SHEDIAC


Jacques LeBlanc, Mayor


Gilles Belleau, Town Manager


Denise Guitard, Human Resources Manager


Réjean Godin, Finance Director


Margot Allain-Bélanger, Director of Municipal Operations

SCHEDULE "A" – CLASSIFICATIONS AND PAY RATES

Effective July 1, 2017 to June 30, 2022

| | July 1/ 2017 | July 1/2018 | | July 1/2019 | | July 1/2020 | | July 1/ 2021 | |
|--|-----------------|----------------|----------|----------------|----------|----------------|----------|----------------|----------|
| | 1.5% | Adj. | 1.5% | Adj. | 1.5% | Adj. | 1.5% | Adj. | 2.0% |
| PUBLIC WORKS DEPT. | | | | | | | | | |
| Utility Worker | \$ 24.61 | | \$ 24.98 | | \$ 25.36 | | \$ 25.74 | | \$ 26.25 |
| Utility Operator III | \$ 25.13 | | \$ 25.51 | | \$ 25.89 | | \$ 26.28 | | \$ 26.80 |
| Refuse Truck Driver/Collector | \$ 25.52 | | \$ 25.90 | | \$ 26.29 | | \$ 26.68 | | \$ 27.22 |
| Utility Operator II | \$ 25.52 | | \$ 25.90 | | \$ 26.29 | | \$ 26.68 | | \$ 27.22 |
| Utility Operator I | \$ 26.19 | | \$ 26.58 | | \$ 26.98 | | \$ 27.38 | | \$ 27.93 |
| Assistant Working Foreman | \$ 27.89 | | \$ 28.31 | | \$ 28.74 | | \$ 29.17 | | \$ 29.75 |
| Mechanic Operator | \$ 27.34 | | \$ 27.75 | | \$ 28.17 | | \$ 28.59 | | \$ 29.16 |
| Working Foreman | \$ 28.15 | | \$ 28.57 | \$ 28.82 (.25) | \$ 29.25 | \$ 29.50 (.25) | \$ 29.94 | \$ 30.44 (.50) | \$ 31.05 |
| RECREATION DEPT – ARENA | | | | | | | | | |
| Recreation Worker III | \$ 25.13 | | \$ 25.51 | | \$ 25.89 | | \$ 26.28 | | \$ 26.80 |
| Recreation Worker II | \$ 25.52 | | \$ 25.90 | | \$ 26.29 | | \$ 26.68 | | \$ 27.22 |
| Recreation Worker I | \$ 26.19 | | \$ 26.58 | | \$ 26.98 | | \$ 27.38 | | \$ 27.93 |
| Recreation Working Foreman | \$ 28.15 | | \$ 28.57 | \$ 28.82 (.25) | \$ 29.25 | \$ 29.50 (.25) | \$ 29.94 | \$ 30.44 (.50) | \$ 31.05 |
| RECREATION DEPT- MULTIFUNCTIONAL CENTRE | | | | | | | | | |
| Facility Attendant | \$ 17.66 | \$ 18.16 (.50) | \$ 18.43 | \$ 18.93 (.50) | \$ 19.22 | \$ 19.97 (.75) | \$ 20.26 | \$ 21.01 (.75) | \$ 21.44 |
| Reservations & Facility Logistics Coordinator | \$ 21.45 | \$ 21.95 (.50) | \$ 22.28 | \$ 22.78 (.50) | \$ 23.12 | \$ 23.62 (.50) | \$ 23.97 | \$ 24.47 (.50) | \$ 24.96 |
| CASUALS | | | | | | | | | |
| Casual II | \$ 16.41 | | \$ 16.66 | | \$ 16.91 | | \$ 17.16 | | \$ 17.51 |
| Casual I | \$ 18.12 | | \$ 18.39 | | \$ 18.66 | | \$ 18.95 | | \$ 19.32 |

Retroactive pay will be issued on all paid hours retroactive to July 1, 2017. All other monetary items will come into effect on date of signing.

cope491|cb

