

COLLECTIVE AGREEMENT

between

**Canadian Union of Public Employees
Local 2634**

and



January 1, 2015 – December 31, 2018

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ARTICLE 1 - PURPOSE

The purpose of this Agreement is to maintain a harmonious relationship between the parties hereto and to provide an amicable method of settling any differences or grievances, which may arise with respect to matters covered by this Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Employer's Right to Manage

The Union agrees that the Employer has the exclusive right to manage its business and to exercise such rights without any restriction whatsoever, save as specifically set out in this Agreement.

2.02 Board Member / Employee Contact

Board Members shall not contact employees directly on any matters concerning the operations of the Shelter or those arising out of or incidental to the Collective Agreement. All such concerns shall be addressed through the **Shelter Manager or her designate**.

Employees shall not contact Board members directly on any matters concerning the operations of the Shelter or those arising out of or incidental to the Collective Agreement. All such concerns shall be addressed through the Union.

2.03 Board / Employee Communications

The Board will be permitted to post or transmit to employees, information bulletins as required to educate or inform employees about:

- (a) issues, initiatives, events, discussions, situations, operational experience, best practices or any other information pertinent to the functioning of the Employer,
- (b) information staff can communicate to the public, or
- (c) information presumed to be of interest to the staff, with the exception that the Board cannot use such bulletins to issue directives or communicate operational policies to the staff.

2.04 Union / Board Communications

Employees will be permitted to communicate to the Board, by way of the Union Executive or steward, information relevant to the Employer's goals of animal welfare, service to the public, a safe working environment, and the success of the Employer, with the understanding that this information is only intended to inform the Board and is not intended to be part of a grievance process or a Health and Safety process, a call to action, or a formal notification of any kind.

ARTICLE 3 – UNION RECOGNITION AND RIGHTS

3.01 Bargaining Agent

The Employer recognizes Canadian Union of Public Employees, Local 2634 as the sole and exclusive bargaining agent for all employees of the **Saint John Shelter Ltd**, Saint John, New Brunswick, save and except managers, those above the rank of manager and those excluded by the *Industrial Relations Act*.

3.02 No Other Agreements

No employee covered by this Agreement shall be required or permitted to make a written or verbal agreement with the Employer which conflicts with the terms of this Agreement.

ARTICLE 4 – NO DISCRIMINATION, ETC.

4.01 No Discrimination

The Employer and the Union agree that there shall be no discrimination by the Union or the Employer by reason of age, race, creed, color, national origin, religion, political affiliation, sex, **sexual orientation** or marital status, family relationship, nor by reason of membership or activity in the Union provided that there will be no union activity during working hours except as provided by this Agreement.

4.02 Volunteers and the Work of the Bargaining Unit

The Union understands and accepts that the Employer is a humane organization which consists primarily of unpaid, volunteer members and agrees not to take any action to discriminate or interfere with those members' rights provided that work presently performed by members of the bargaining unit shall not be performed by volunteers if it results in the displacement of bargaining unit employees.

4.03 Animal Welfare

The Union agrees that the aim of the Employer is to **provide care and shelter**, prevent, unnecessary pain and suffering and neglect of animals and that this humanitarian purpose takes precedence over all other considerations.

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

5.01 Membership

As a condition of employment, all new employees covered by this Agreement shall become and remain members in good standing of the Union within thirty (30) days of employment.

5.02 Employee Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work email, and, if available, personal email.

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

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

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Unions Dues

The Employer shall deduct from the wages of every employee covered by this Agreement any dues, initiation fees or assessments levied by the Union on its members, provided that the Union notifies the Employer, in writing, of the amount of such dues, initiation fees or assessments.

6.02 (a) Deductions and Remittance

Deductions shall be made from the first payroll of each month and shall be forwarded to the Union no later than the 20th day of that month, accompanied by a list of names, addresses and classifications of employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the Employer to the National Headquarters of the Canadian Union of Public Employees. The Employer shall pay the Union interest at the rate of 2% per month or fraction of a month, for any delay in remitting the sums listed in this Article.

(b) Employer Provided Information

Along with the deductions, the Employer will provide:

- i. **a completed Union dues remittance form, supplied the Union, and**
- ii. **an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time or part-time), classification/job title, regular earnings, hours worked, and dues deducted.**

6.03 Dues Receipts

At the same 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.

6.04 Employer Indemnity

The Union shall indemnify the Employer and save it harmless from any and all claims which may be made against the Employer by an employee or employees for amounts deducted from wages as herein provided.

ARTICLE 7 – NEW EMPLOYEES

7.01 Conditions of Employment

The Employer agrees to acquaint new employees with the fact that a **collective** agreement is in effect, and with the conditions of employment set out in Article 5 and 6 of this Agreement.

7.02 Rabies Vaccine

All new employees at the time of hiring shall be given all information pertaining to the rabies vaccine; if the employee is required to receive a vaccination then those costs shall be covered by the Employer.

7.03 Union Orientation Session

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the Employer will introduce the new employee to their Union Steward or Representative, as designated by the Union.

The Representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. This meeting shall be at a designated lunch break for both employees.

7.04 Notification of New Hires

The Union shall be notified of the full name, position and employment status (e.g. full-time or part-time), start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

ARTICLE 8 – UNION ACTIVITIES

8.01 (a) Right to Appoint a Steward

The Employer recognizes the right of the Union to appoint a steward from the permanent employees in the bargaining unit for the purpose of assisting employees in presenting grievances as set forth in Article 11.

(b) Disciplinary Meetings and Representation

The Employer agrees that no sanction will be enacted and that no disciplinary meeting will take place with an employee without Union representation, either the president or steward of the Local. The Union agrees to provide union representation to allow a disciplinary meeting within two business days of receiving the request from the Employer for such a meeting. If the Union president or steward of the Local is not available, the Union agrees to provide an alternate representative.

8.02 Notification of Steward

The Union shall keep the Employer informed in writing of the name of the steward, each and every year by the 5th day of January. The Employer will not be required to recognize any employee as a steward until such written notice has been received by the Employer.

8.03 Recognition of Stewards

The steward shall be allowed to leave his work for a reasonable period of time (to a maximum of 16 hours per year) without loss of pay in order to fulfill his obligations under this Agreement. Before leaving his work or standby duty for such purposes, he shall obtain permission from the Manager (or his designate) which permission shall not be unreasonably withheld. Such prior permission shall also be required for employees before leaving their work to consult their steward or to participate in discussions of a complaint or a grievance.

8.04 Union Duties During Work Hours

The Union agrees that union duties and activities will not be carried **out** during hours of **work** except as otherwise permitted by this Agreement.

8.05 No Distribution of Union Literature

There shall be no distribution of union literature on employer premises except as provided in Article 22.

8.06 Union Announcements During Staff Meetings

During any staff meeting, the Union will be provided an opportunity to make union announcements.

ARTICLE 9 – REPRESENTATIVE OF CUPE

(a) The Union shall have the right at any time to have the assistance of National **Servicing** Representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance with the prior consent of the Employer which consent will not be unreasonably withheld.

(a) The Representative designated by the Union will be given access to work sites to meet with employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid.

ARTICLE 10 - NOTIFICATION

10.01 Decisions Affecting Members

The Employer will notify the Union of Employer decisions which directly affect members of the Union.

10.02 Information related to Legislative Disclosure

The Employer will provide information to the Union that will assist it to fulfill any legislative disclosure requirements. The information will be provided in writing within 10 working days of the Union requesting any such information.

10.03 Leave with Pay for Compliance with Union Legal Disclosure Requirement

The Employer will grant leave with pay for a member designated by the Union to complete the reports needed to comply with any federal or provincial legislation that requires disclosure of union finances or other affairs.

10.04 Disclosure and Leave with Pay for Dues Collections and Authorizations

In the event that legislations is enacted that alters the current dues deduction or remittance language as set out in this Collective Agreement or existing legislation, the Employer will provide:

- a) an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees in the bargaining unit: name, employment status (such as full-time or part-time), classification/job title, branch, worksite, regular earnings, work schedule and total hours worked. The spreadsheet will be sent to the Union's Local Secretary-Treasurer and National Servicing Representative by the 20th of each month.
- b) paid union leave and access to the workplace during working hours for the Union to meet with each employee in the bargaining unit in order to collect dues and authorizations.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Definitions

An employee grievance shall be defined as any difference between the Employer and any employee or group of employees arising from the interpretation, application or alleged violation of a specific article of this Agreement. A Policy Grievance shall be defined as any difference between the Employer and the Union arising from the interpretation, application or alleged violation of this Agreement.

11.02 Grievance Procedure

When a grievance does arise, the parties shall make an earnest effort to resolve such differences promptly. The following procedure, for the processing of employee grievances shall apply:

STEP 1

Within twelve (12) calendar days after the occurrence of the incident giving rise to the alleged grievance, the employee, accompanied by his/her steward shall discuss the grievance with the Shelter Manager. Failing a satisfactory settlement within two (2) calendar days from the day of such discussion, the employee shall proceed to Step 2.

STEP 2

Within seven (7) calendar days from the expiration of the time limit in Step 1, the employee shall submit the grievance in writing to the **President of the Board of Directors** and such written grievance shall be signed by the employee and the shop steward. The **President of the Board of Directors** or his/her delegate shall reply in writing within seven (7) calendar days of receipt of the grievance. Failing a satisfactory settlement, the employee shall proceed to Step 3.

STEP 3

Within seven (7) calendar days from the expiration of the time limit referred to in Step 2, the employee shall submit the grievance in writing to the **Board of Directors** and such written grievance shall be signed by the employee and the shop steward. The **Board of Directors** or **their** delegate shall reply in writing to the grievance within fourteen (14) calendar days from the receipt of the grievance. Failing a satisfactory settlement, the matter may be referred to Arbitration as provided for in Article 12.

11.03 Policy Grievance

A policy grievance may be brought by the Union or the Employer in the following manner:

- (a) The Union may initiate such policy grievance at Step 2 of the Grievance Procedure within fourteen (14) calendar days.

- (b) The Employer may initiate such policy grievance by notifying the Union in writing of such policy grievance within fourteen (14) calendar days and the Union shall reply in writing within fourteen (14) calendar days of the receipt of such notice.

A Policy Grievance may be referred to Arbitration pursuant to Article 12.

11.04 Time Limits and Statutory Holidays

In determining the time limits set forth in this Article and Article 12 of this Agreement, Statutory Holidays shall be excluded.

11.05 Time Line Extensions / Shortened

Any and all limits set forth in this Article and Article 12 of this Agreement may be extended or shortened by mutual agreement in writing between the parties.

11.06 Discharge / Lay-offs Grievances

Grievances dealing with discharge or grievances concerning lay-offs shall be initiated at Step 2 of the Grievance Procedure.

11.07 Abandonment of Dispute

If advantage of the provisions of this Article is not taken within the time limits specified herein, or as extended or shortened as set out in Article 11.05 hereof, the matter in dispute shall be deemed to have been abandoned and cannot be reopened.

ARTICLE 12 - ARBITRATION

12.01 Referral to Arbitration

If either party wishes to refer a matter to arbitration as provided in Article 11, it shall give to the other party to this Agreement written notice of its intention to arbitrate, at the same time naming its appointee to the Arbitration Board, within fourteen (14) calendar days from the expiration of the time limit in the final step of the grievance procedure as set out in Article 11. The party receiving such notice shall, within seven (7) calendar days of the receipt of such notice, advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees selected shall, within seven (7) calendar days of the appointment of them, appoint a third person who shall be the Chairperson.

12.02 Appointment of an Arbitrator

If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a Chairman within the time limits, the appointment shall be made by the Minister of Labour of New Brunswick, upon application by either party. Should the Minister fail to make the said appointment, then the provisions of the *Arbitration Act* as made and provided in such circumstances shall apply.

12.03 Final and Binding Decision

The Arbitration Board shall hear and determine the matters submitted to it and shall issue a decision and the decision shall be final and binding upon the Parties.

12.04 Related Expenses

Each of the parties hereto will bear the expenses of the arbitrator appointed by it and the parties will jointly bear the expenses of the Chairman of the Arbitration Board.

12.05 Authority of the Arbitration Board

The Arbitration Board shall not have the power to alter, modify or amend any of the provisions of this Agreement and the sole function of the Board shall be to interpret this Agreement and to render a Decision.

12.06 Agreement to Single Arbitrator

The parties may agree to a single Arbitrator in lieu of an Arbitration Board.

ARTICLE 13 - SENIORITY

13.01 Definition

Seniority means the length of continuous employment in the Employer and shall date from the day on which uninterrupted employment began, provided that the leave of absence approved by the Employer shall not be taken as an interruption in employment.

13.02 Probationary Employees

An employee shall be considered as a probationary employee until he has completed continuous employment with the Employer for a period of **three hundred and twenty (320) hours** worked, or longer, when mutually agreed. A probationary employee shall not have seniority during his probationary period, but upon the completion of this probationary period his seniority shall date back to his date of last hire.

13.03 Loss of Seniority

An employee shall lose his seniority standing for any of the following reasons:

1. If he is discharged for just cause by the Employer and is not reinstated.
2. If he voluntarily quits or resigns.
3. If he is laid off continuously for a period of more than twelve months.

13.04 Seniority List

Seniority lists shall be posted annually and the first such list shall be posted within thirty (30) days after the signing of this Agreement. Once the list is posted, employees will be permitted thirty (30) in which to protest in writing to the Employer any omission or incorrect posting, otherwise such list shall be final.

ARTICLE 14 – JOB POSTINGS

14.01 New Positions

When a new position is created within the bargaining unit or a vacancy occurs in the bargaining unit, including part-time positions, the Employer agrees to post such position on the bulletin boards on the Employer premises, setting forth the nature of the position, the minimum number of hours per week, and the wage rate for a period of five (5) calendar days. If an existing position increases or decreases ten (10) or more hours, the new position will be posted.

14.02 (a) Selection Process

Selection, for jobs which are posted, will be based upon the applicants having the necessary qualifications and ability. Where the necessary qualifications and ability are relatively equal, seniority will prevail. Mutually agreed job descriptions will be introduced within 30 days of signing of this agreement.

(b) Trial Period

Any employee that accepts a new job classification as per **Article 14** shall be placed in a trial period **of three hundred and twenty (320) hours**. If the employee is proven to be unacceptable for the position by the Employer or should the employee decide that the position is not what they expected, said employee may revert back to their original position without loss of seniority or benefits.

14.03 Time Line for Filling Positions

Jobs shall be filled within **fifteen (15) business days** of the posting first going up.

14.04 Job Descriptions

Where the Employer has a written job description for any position within the bargaining unit, a copy shall be provided to the Union.

ARTICLE 15 – LAY-OFF AND RECALL

15.01 Seniority and Lay-offs / Return from Recall

In the event of a lay-off, seniority shall govern and employees will be laid off in reverse order of seniority provided that the senior employee has the qualifications and ability to perform the work in a competent manner.

Recalled employees shall, within two (2) working days from receiving notice of recall, declare their intention to return to work and shall report to work within seven (7) calendar days from the notice of recall.

15.02 Advance Notice of Lay-offs

The Employer shall give notice to any permanent employee who is to be laid off, fourteen (14) calendar days before such lay-off is to be effective, unless the cause of such lay-off is beyond the control of the Employer.

15.03 No New Employees

In the event of a lay-off, no new employee will be hired until all laid off employees have been recalled unless twelve (12) months have passed.

15.04 Recall Notification

Notice of recall shall be given by registered mail to the address shown on the employment records of the Employer and notice shall be deemed to have been received by the employee three (3) working days after the mailing of such registered mail.

15.05 Working Day Defined

In this article “working day” shall mean any day from Sunday to Saturday.

ARTICLE 16 – HOURS OF WORK

16.01 Regular Daily Hours of Work / Guaranteed Shifts / Split Shifts

(a) The regular daily hours of work for full-time employees in each shift shall consist of 8 consecutive hours.

(b) Part-time employees shall be guaranteed 3 scheduled shifts per week. The regular daily hours of work for part-time employees in each shift shall be a minimum of four hours.

The 3rd guaranteed shift may be a four (4) hour shift due to operational requirements. If a 4 hour shift is necessary due to operational requirements, it is understood that only one (1) four (4) hour shift per day will be scheduled.

(c) There shall be no split shifts.

16.02 Rest Periods

(a) Employees scheduled for an eight (8) hour shift, shall receive two (2) fifteen (15) minutes rest periods per day, one in the first half of his/her shift and one in the second half of his/her shift.

(b) Employees scheduled for less than an eight (8) hour shift shall receive one (1) fifteen (15) minute rest period for each three consecutive hours worked. Each part-time employee will be entitled to at least one (1) fifteen (15) minute rest period per scheduled shift.

16.03 Division of Non-Guaranteed Hours

Non-guaranteed hours for part-time employees shall be divided equally, provided the employees have the ability to perform the work. Equitable Offers shall include calls, no answers, refusals, and period when the employee is unavailable.

16.04 Staff Meetings During Non-Scheduled Work Hours

When employees are required to attend staff meetings when they are not scheduled to work they shall be paid for the period of the staff meeting.

16.05 Hours of Work Schedule

(a) A work schedule for full time employees stating in pen the days and shift of employees' normal hours of work and his scheduled days off shall be posted two weeks in advance.

(b) A schedule of guaranteed hours for part-time employees, stating in pen the days and shifts these employees' hours of work, shall be posted two (2) weeks in advance.

(c) A schedule of non-predictable work for part-time employees, stating the days and shifts these employees' hours of work, shall be posted at least one (1) week in advance. This schedule will be posted by Thursday of each week.

(d) The Employer shall alter a posted schedule should the schedule need to be altered, removing shifts starting with the least seniority.

ARTICLE 17 – DISCIPLINE, SUSPENSION AND DISCHARGE

17.01 Just Cause

Except as provided in Article 18, no employee shall be disciplined except for just cause.

17.02 Discipline Procedure

(a) Whenever the Employer is considering disciplining an employee, the Employer shall hold an interview with the employee. The employee shall have union representation at this interview. The Employer shall then make a decision and if the decision is to impose discipline, such discipline shall be imposed within fifteen (15) working days of the event of the complaint, giving written particulars of any discipline to the employee and the Secretary of the Union.

(b) The Employer agrees that wherever possible employees and the Union shall be notified at least one (1) full working day in advance of any interview of a disciplinary nature and to indicate:

- (i) the employee shall be accompanied by a Union representative;
- (ii) the purpose of the meeting, including whether it involves the employee's personnel record;
- (iii) that if the employee's personnel record is to be considered during the interview, the employee and/or the Union representative shall have access before the meeting to the file.

(c) The Employer affirms its commitment to the principle of progressive discipline and agrees that except in cases of extreme misconduct, discipline will proceed in stages, e.g. verbal warning, written warning, suspension(s), discharge, as appropriate. No adverse report of any kind shall be placed in the file of an employee unless a copy of the report is sent to the employee.

(d) Any adverse report and or record of disciplinary action shall be removed from the employee's personnel record after an expiry of a period of eighteen (18) months.

ARTICLE 18 – PROBATIONARY EMPLOYEES

During their probationary period, probationary employees shall be subject to discharge at the sole discretion of the Employer without prior notice and such discharge shall not be made the subject of a grievance or be referred to arbitration.

ARTICLE 19 - VACATION

19.01 Vacation Year Defined

The vacation year is the period January 1 to December 31 each year.

19.02 Vacation Entitlement / Schedules

All **permanent full-time and part-time** employees shall receive annual vacation with pay in accordance with their years of employment on the following basis:

Less than 1 year: One (1) day for each month worked to a maximum of ten (10) days

One (1) year or more but less than 3 years: 10 working days per year

Three (3) years or more but less than 7 years: 15 working days per year

Seven (7) years or more but less than 15: 20 working days per year

Fifteen (15) years but less than 25: 25 working days per year

Twenty (25) years or more: 30 working days per year

No more than five (5) of those days may be taken as floating **vacation days**. In addition to the above, where an employee will reach their anniversary year of employment between January 1 and December 31 of that year, they shall receive the vacation entitlement as if they reached the anniversary January 1st and be entitled to all their vacation accruing that vacation year. Vacation schedules are to be received March 31 year.

19.03 Vacation Pay Entitlement

For employees with one (1) or more years worked, vacation pay entitlement is the applicable percentage of the previous vacation year's earnings or the applicable number of weeks of vacation times the same number of weeks of current regular earnings (including regular shift bonus where applicable), whichever is greater. For employees with less than one (1) year worked, vacation pay entitlement is 4% of the employee's earnings in that less than one (1) year period.

19.04 Earnings for Vacation Pay

Earnings for the purposes of vacation pay shall be all wages received by the employee during the previous vacation year, including overtime pay and shift premiums, but does not include vacation pay or pay in lieu of vacation.

19.05 Paid Holidays During Vacation Period

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay on a day to be mutually agreed.

19.06 Vacation Entitlement on Termination

An employee terminating employment at any time in the vacation year, prior to using his/her vacation, shall be entitled to vacation pay in accordance with the Collective Agreement.

19.07 Vacation and Seniority

Vacations shall be granted on the basis of seniority.

19.08 Unbroken Vacation Period

Subject to Article 19.01, an employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer. No employee shall be required to work during his/her vacation period.

19.09 Posting of Vacation Requests and Schedule / Vacation Carry-Over

The Employer shall post a Vacation Request Form no later than March 1st each year in which employees will indicate their choice in writing for vacation periods at any time during the leave year, no later than April 1st. Employees shall be granted selection of vacation days on the basis of seniority and subject to availability.

The Employer shall then post a vacation schedule by May 1st of each year and this schedule shall not be changed unless mutually agreed to by the Employee and the Employer. Employees who submit their choice of vacation after April 1 will be considered on a first come basis.

An employee who wishes to carry his/her vacation entitlement forward (maximum 10 days) shall request the Employer's permission to do so in writing, prior to yearend in which the employee ordinarily would take the vacation.

ARTICLE 20 – PAID HOLIDAYS

20.01 (a) Statutory Holidays

All permanent employees in the bargaining unit shall be paid for the day proclaimed by Provincial or Federal Government authorities for observance of each of the following Statutory Holidays:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
New Brunswick Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day – December 25th
Boxing Day – December 26th

and such others as are proclaimed as holidays by the federal, provincial or municipal government.

at an employee's base rate of pay, provided that such employee works their scheduled working day that immediately precedes and their scheduled working day which immediately succeeds such day of official observance. This does not affect an employee who may be on sick leave.

(b) Alternate Day Off

- (i) If a holiday falls on an employee's scheduled day off, he/she shall be given an alternate day off with pay.**
- (ii) The alternate day off shall be given within thirty (30) days of the actual holiday listed under 20.01 (a), and that day shall be the employee's holiday. Whenever possible, such day shall be given immediately preceding or following his/her regular day off.**
- (iii) Employees who are scheduled to work on a holiday shall receive one and one-half (1 ½) times their regular wages for hours worked and an alternate day off with pay.**

ARTICLE 21 – HEALTH AND SAFETY

21.01 (a) Compliance with Health and Safety Legislation

The parties agree to adhere to the *New Brunswick Occupational Health and Safety Act* in all respects.

(b) Harassment Policy

Both parties recognize that the Employer has established a harassment policy to prevent harassment in the workplace.

21.02 Joint Health and Safety Committee It is mutually agreed that both parties will co-operate to the fullest possible extent towards the prevention of accidents and the promotion of safe working practices.

The parties agree to establish a Joint Health and Safety Committee with equal representation for the Employer and Union. Resource people with relevant expertise may attend as needed. Members of the Committee will receive WorkSafeNB occupational health and safety training without loss of pay. The Committee will meet monthly and perform a monthly safety inspection. The monthly Inspection Report and any applicable notes will be posted within five (5) business days of the inspection and will remain posted for 14 days in a location where all employees can read them. The report will then be filed for reference.

21.03 Uniform Clothing and Protective Apparel

(a) Employees shall wear neat and clean Employer provided uniforms to work.

(b) The Employer shall provide the following uniform clothing and protective apparel to all permanent employees upon successful completion of their probation at no cost:

Three (3) shirts for part time; four (4) for full time

Three (3) pairs of durable pants for part time; four (4) for full time

One (1) three-in-one or winter coat every 3 years

One (1) pair of winterized work gloves every 3 years

Replacement uniforms of two (2) shirts and two (2) pants will be provided every second year from the date receiving initial set of uniforms.

(c) The following protective apparel shall be supplied by the **Employer** in the workplace in sufficient numbers and range of sizes where all employees can access them when needed:

Reflective vests
Protective gloves

Safety boots shall be supplied by the Employer to all employees who are assigned to the duties of Animal Attendant and/or **Shelter Attendant**. Damaged or worn-out safety boots shall be replaced when needed and approved by the Employer. Employees who have successfully completed their probationary period shall be reimbursed for the cost of such boots, including those bought during their probationary period, up to an annual maximum of \$200.00 including HST.

(d) Only uniforms supplied by the **Employer** will be worn on duty. Uniforms are not to be worn by employees while off-duty, unless travelling between home and their place of duty. Employees shall return all items provided in the event the employee resigns, is terminated or permanently laid-off.

(e) Damaged and worn out uniforms will be replaced prior to time-lines noted above at the discretion of the Employer.

21.04 Smoking on Premises

Smoking is permitted only in a designated outdoor smoking area.

21.05 Legal Action Against Employees

Where an employee in the normal performance of his duties has legal action initiated against him, the Employer shall pay all legal and court costs including judgment costs, if any.

ARTICLE 22 – GENERAL CONDITIONS

22.01 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 other notices pertaining to Union business, provided that the permission of the Employer is obtained before posting any such notices on the bulletin boards, and such permission shall not be unreasonably withheld.

22.02 (a) Access to Personnel Files

An employee shall have the right to have access to and review their personnel file in the presence of the **Shelter Manager**. The employee shall have the right to respond in writing to any document contained therein. Such response shall form part of the personnel file.

(b) Removal of Records of Disciplinary Action

A record of disciplinary action shall be removed from employee's file after a period of eighteen (18) months, providing no other disciplinary action in respect to the employee has been recorded during that period.

ARTICLE 23 - WAGES

23.01 Pay Periods

The wage rates in each **classification** shall be as set out in Schedule "A". Wages shall be paid weekly and a Statement of Earnings and Deductions shall be issued with each pay. Pay period runs from 12:01 a.m. Sunday to midnight Saturday, with pay day being the following Thursday.

23.02 New Employee Rate of Pay

All new employees shall be paid eighty-five (85) percent of their classification until he/she has successfully completed 320 hours of work (Article 13.02). After completion of 320 hours the employee will increase to ninety (90) percent. After completion of 1200 hours the employee shall receive the wage rate as per Schedule "A".

ARTICLE 24 - OVERTIME

24.01 Definition

All time worked before or after the regular work day, the regular work week or on a holiday, shall be considered overtime.

24.02 Overtime Rate of Pay

Subject to Article 24.06, all overtime shall be paid at one and one-half (1 ½) times the straight hourly rate and for greater clarification and as per past practice.

24.03 Statutory Holiday Rate of Pay

When an employee works on a statutory holiday, he shall be paid time and one half (1 ½) for all hours worked and an additional eight (8) hours pay for the holiday.

24.04 No Lay-off for Equalization of Overtime Worked

The Employer shall not be required to lay-off during regular hours to equalize any overtime worked.

24.05 Seniority and Overtime

Overtime will be offered on the basis of seniority among the qualified employees who normally perform the work.

24.06 On-Call Duty

(a) Telecommunication Device Provided

An employee who is required by the Employer to be "on call" shall be issued a telecommunication device at the Employer's expense. On-call duty shall begin at the end of the latest shift in the day and continue until the first scheduled shift the next day. Vehicle and telecommunication device must be picked up at the beginning of on-call duty and returned at the end of the on-call duty. The Employer will make every reasonable effort to make alternate arrangements to deliver and/or retrieve the telecommunication devices for employees that are not scheduled to work the day before or the day after they are on-call.

(b) Compensation Rate

An employee designated to be "on call" after regular business hours shall be compensated at the rate of forty dollars \$40 per "on-call" shift.

(c) Call Back Pay

An employee who is "on-call" and is called back to work outside his regular working hours shall be paid a minimum of two (2) hours at time and one half. If the time extends beyond two hours, the employee shall be paid in 15 minute segments.

(d) Animal Attendant Compensation Rate

An Animal Attendant may only be required to be on call up to two (2) days per week. Any further on-call duty will be rotated amongst those employees who wish to accept further shifts. If no employee agrees to accept further shifts, the Employer has the right to assign an employee to cover the shift. All on-call shifts assigned by the Employer that require an Animal Attendant work three (3) or more on-call shifts per week shall be compensated at sixty dollars \$60 per on-call shift.

24.07 Employee training and Development

The Employer may schedule training courses relevant to an employee's work during regular hours or at a time mutually agreed outside of regular working hours with such time considered regular time worked or overtime rates, as applicable.

ARTICLE 25 – SICK LEAVE

25.01 Sick Days

Each full-time and part-time employee shall be insured for illness or non-occupational injury for up to ten (10) working days with pay per calendar year (January 1 – December 31).

25.02 Conditions of Use

An employee absent from work due to personal illness or non-occupational injury shall be entitled to ten (10) working days, **beginning on the first day**, to recover at full pay, subject to the following:

- (a) An employee shall be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that he/she was unable to carry out his/her duties due to illness.
- (b) Employees with more than four (4) one- or two-day uncertified sick leaves in any one 12-month period may be required to produce a medical certificate from a doctor for all future absences on sick leave which occur within the same 12-month period. For the purpose of this article, 12-month period shall be from January 1 to December 31.
- (c) Sick leave may not be used in cases of:
 - i. Occupational accidents covered under WorkSafeNB;
 - ii. While vacation pay is being received;
 - iii. Where an employee is eligible for Long Term Disability benefits under the group insurance plan provided by the Employer;
 - iv. Where the employee has not successfully completed his or her probationary period; or
 - v. Where the employee is not ill but is taking care of others.
- (d) Where an employee is entitled to receive Employment Insurance sick benefits, they must access this fund, if available. The Employer will top up the Employment Insurance payment to a maximum of 95% of the employee's regular pay pursuant to the SUB plan that the Employer has agreed to establish for the benefit of employees.
- (e) Any sick leave without pay shall not be deducted from the ten (10) days mentioned above.

ARTICLE 26 – BEREAVEMENT / SERIOUS ILLNESS LEAVE

26.01 (a) Bereavement Leave

An employee shall be granted a minimum of five (5) regularly scheduled workdays leave without loss of pay or benefits, in the case of death of a parent, wife, husband, common-law-spouse, brother, sister, child, mother/father-in-law, grandparent or grandchild. Where the burial occurs outside the province, such leave shall also include reasonable travelling time not to exceed five (5) days, at the discretion of the Employer.

(b) Serious Illness Defined / Leave Conditions

Serious Illness: any disease that is life threatening in the short or medium term such as AIDS, amyotrophic Lateral Sclerosis, multiple sclerosis, severe cardiac problems, neurological disease, severe renal failure, diabetes with serious complication or any other condition the medical doctor deems life threatening.

To qualify for the Serious Illness leave up to a maximum of five days a year the employee must provide:

- i. A written note/letter from the doctor specifying the exact nature of the condition and how the employee could provide meaningful care to the relative.
- ii. A written request from the employee identifying their relationship to their relative. A description of the duties they may be expected to provide and why those particular days.
- iii. Once the Employer has received both the Physician's note and the employee's written request, and sufficient information has been provided, they will be granted in writing, the request for leave provided this will not cause undue hardship on the operations of the shelter.

An employee is not entitled to make another request until one year has passed since the last leave has been granted.

ARTICLE 27 – LEAVE OF ABSENCE

27.01 Union Conference or Seminar Leave

Upon fourteen (14) days notice to the Employer, an employee elected or appointed by the Union to attend a conference or seminar in connection with Union affairs will be granted a leave of absence for the purpose of attending such conference or seminar provided that the absence shall not exceed, in the aggregate, a total of five (5) days per year for such employee or such employees if more than one. The five (5) days referred to above shall be recognized as four (4) without pay and one (1) with pay. Such leave shall be taken during periods where not more than two (2) other employees are absent from work. The Employer may schedule training courses relevant to an employee's work during regular hours or at a time mutually agreed outside of regular working hours with such time considered time worked. As per above, it is agreed employees will participate in such training courses.

27.02 Preventative Medical Leave

Employees shall be allowed twelve (12) hours per annum paid leave of absence in order to engage in personal preventative medical health and dental care. Such leave to be taken to a maximum of two (2) hours per occasion. This shall apply against each schedule visit to a qualified practitioner. On request, employees may be required to show proof of above care. If at all possible, the employee will provide a one (1) week notice of any upcoming preventative medical leave request.

27.03 Maternity/Childcare Leave

Employees are entitled to maternity and/or childcare leave in accordance with the Employment Standards Act.

27.04 Special Leave

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

Serious fire or flood in employee's household – up to two (2) days

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as jury or witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

27.05 Inclement Weather

Any employee who, having made every reasonable effort to report for duty during the course of a storm, has been prevented from doing so because of the condition of public streets or highways shall be given the opportunity to replace such day by accumulated statutory holiday, accumulated overtime, accumulated vacation, or by working on one of his regular days off if staffing patterns permit.

Any employee may request to leave work early due to inclement weather. Such requests will not be unreasonably denied. The employee shall be given the opportunity to replace such time by accumulated statutory holiday, accumulated overtime, accumulated vacation, or by working one of his regular days off if staffing patterns permit.

27.06 Leave for Other Reasons

(a) When requirements of the Employer's services will permit, any Employee may be granted leave of absence without pay for a maximum of 30 calendar days. The Employee shall make a written application to the Employer with a copy to the Union. The leave of absence is at the sole discretion of the Employer.

(b) The Leave of absence may be extended for additional periods of 30 calendar days then approved by the Employer in writing.

ARTICLE 28 – LABOUR MANAGMENET COMMITTEE

28.01 Establishment of Committee

A Labour Management Committee shall be established consisting of representatives of the Union and 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.

28.02 Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.

28.03 Meetings of Committee

The Committee shall meet as required 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.

28.04 Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

28.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting.

28.06 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 discussions and conclusions.

ARTICLE 29 - BENEFITS

29.01 Medical, Dental and Group Insurance and LTD

The Employer agrees to continue the Medical, Dental and Group Insurance and Long-term Disability plans currently in place and shall apply to all full-time **and part-time** employees with premiums paid sixty percent (60%) by the Employer and forty percent (40%) by the Employees. **All permanent full-time and part-time employees working over 20 hours, must enroll as a minimum to the Group Life and Long-Term Disability plans.** The premium for long-term disability shall be paid from the forty percent (40%) share paid by the employee. If the forty percent (40%) is not sufficient, the employee shall be required to pay the full amount of the long-term disability premium.

29A.01 Definitions

In this Article, the terms used shall have the meanings as described:

"Plans" means the Multi-Sector Pension Plan

"Applicable Wages" means the basic straight time wages for all hours worked and in addition: the straight time component of hours worked on a holiday; Holidays pay for the hours not worked; and vacation pay. All other payments, premiums, allowances and similar payments are excluded.

"Eligible Employee" means full time and part-time employees in the bargaining unit who have completed five hundred (500) hours of service.

29A.02 Pension Plan Contributions

Effective June 1, 2006, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to two percent (2%) of Applicable Wages to the Plan. Effective June 1, 2006 the Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to two percent (2%) of Applicable Wages to the Plan.

29A.03 Remittance of Contributions

The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

29A.04 Employer Provided Information

The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8 as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible employee include:

To Be Provided Once Only at Plan Commencement

Date of Hire

Date of Birth

Date of First Contribution

Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

Gender

To Be Provided With Each Remittance

Name

Social Insurance Number

Monthly Remittance

Pensionable Earnings

Year to Date Contributions

Employer portion of arrears owing due to error, or late enrolment by the Employer

To Be Provided Initially and As Status Changes

Full Address

Termination Date Where Applicable (MM/DD/YY)

Marital Status

29A.05 Participation Agreement

The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto.

29.02 Deduction of Premiums

The Employer agrees to deduct the employee's premiums on a weekly basis and remit the full amount to the Insurer.

ARTICLE 30 – SHIFT WORK

With the understanding that shift work does not apply to present day employees, it is agreed that where a new employee or present night attendant fills a vacant day position, that person and those working as night attendants would then work shift work as per a mutually agreed rotation.

ARTICLE 31 - DURATION**31.01 Duration, Renewal and Request for Negotiations**

This Agreement shall be in effect for a term of four (4) years beginning on **January 1, 2015 and ending December 31, 2018** and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests 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 ninety (90) calendar days prior to the expiration of this Agreement or any renewal thereof.

31.02 Agreement to Continue in Force

Where a notice requesting negotiation of a new Agreement has been given, this Agreement shall remain in full force and effect until such time as the parties are authorized to declare a strike or lockout under the Industrial Relations Act provided that this Agreement may be further extended from time to time by mutual agreement.

ARTICLE 32 – DEFINITIONS

- (a) **“Employer” shall mean Saint John Shelter Ltd. (operating as Saint John SPCA Animal Rescue).**
- (b) **Eligible Employee for the Multi-Sector Pension Plan means any permanent full time and part time employees in the bargaining unit who have completed five hundred (500) hours of service.**
- (c) **“Union” shall mean the Canadian Union of Public Employees Local 2634.**
- (d) **“Employee” shall mean a person who is in the bargaining unit because of meeting the definition of an employee in accordance with the New Brunswick Industrial Relations Act.**
- (e) **“Full-time Employee” is a permanent employee who works on a regular schedule of eight (8) hours per day and forty (40) hours per week.**
- (f) **“Part-time Employee” is a permanent employee who works a minimum of a four hour shift, is guaranteed three shifts per week and is ordinarily required to work less than forty (40) hours per week.**
- (g) **“Permanent Employee” is a full-time or part-time employee who has successfully completed their probationary period.**
- (i) **“Probationary Employee” may be employed either full-time or part-time. Newly hired employees shall be considered to be on a probationary basis until they have been employed continuously and worked for three-hundred and twenty (320) hours or more.**
- (j) **Plans means the Medical, Dental, Group Insurance and Long-Term Disability Plan as well as the Multi-Sector Pension Plan.**
- (k) **“Regular Hours” shall mean any hours for which an employee is paid straight time hourly rate.**
- (l) **“Overtime” for a full-time employee shall mean any hours worked outside his/her regular eight (8) hour shift. For a part-time employee shall mean any hours worked outside a forty (40) hour work week.**

- (m) In interpreting this Agreement the masculine shall include the feminine, the singular shall include the plural, and the plural shall include the singular.

Dated this 11th day of April 2016 in Saint John, N.B.

For the Employer: *Mary Roseman*

John H. Beaudin

For the Union: *Terry R. Stedman*

J. C.

SCHEDULE "A"
WAGES

	Current	1-Jan-15	1-Jan-16	1-Jan-17	1-Jan-18
		1%	1%	1.5%	2%
Shelter Attendant	<i>new classification</i>		14.30	14.51	14.80
Animal Attendant	15.15	15.30	15.45	15.69	16.00
Receptionist	<i>new class</i>	16.40	16.56	16.81	17.15
Lead Hand	17.20	17.37	17.55	17.81	18.17

Note: Any retroactive wages arising from this Agreement to be paid by **June 30, 2016**.

LETTER OF AGREEMENT

Re: Benefits

In view of the desire of the parties to extend access to health benefits to all employees, the parties agree to explore alternative benefit plans to reduce the cost of premiums.

Dated this 11th day of April 2016 in Saint John, N.B.

For the Employer:

Mary Roseman
John M. Richardson

For the Union:

Terry J. Doherty
[Signature]

LETTER OF AGREEMENT

Re: Retirement Allowance

Employees with fifteen (15) years of service or more shall be entitled to a retirement allowance at the time of retirement due to age, sickness, injury or lay off. The retirement allowance shall be equal to 50% of weekly wages multiplied by each year of service to a maximum of thirty (30) years.

Dated this 11th day of April 2016 in Saint John, N.B.

For the Employer: Mary Rosemead
John M. Richardson

For the Union: Terence D. Doolan
[Signature]

