

COLLECTIVE AGREEMENT

Between

The Town of Dalhousie

And

CUPE Local 188

Outside Workers

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COLLECTIVE AGREEMENT

THIS AGREEMENT is effective the 1st day of January, 2014.

BETWEEN:

The Town of Dalhousie, hereinafter referred to as the "Employer".

Party of the first part,

AND:

The Canadian Union of Public Employees, Local Union 188, hereinafter referred to as the "Union".

Party of the second part.

The terms and conditions of this Agreement are applicable only to Transportation (Streets), Utility (Water), Parks and Recreation and Inside Workers. Therefore, in determining the acceptance or rejection of this agreement, only the employees within this bargaining unit shall be eligible to vote.

ARTICLE 1:00 - PREAMBLE

Whereas, it is the desire of both parties to this Agreement.

- a) To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union.
- b) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to work conditions, hours of work and scale of wage, etc ...
- c) To encourage efficiency in operation.
- d) To promote morale, well-being and security of all employees in the bargaining unit of the Union.

Now, therefore, the parties agree as follows:

ARTICLE 2.00 – RECOGNITION AND NEGOTIATIONS

a) Bargaining Unit

The Employer, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees, Local Union 188, as the sole collective bargaining agency for all of its employees save and except:

- | | |
|-------------------------------|-------------------------------------|
| (1) Town Administrator | (8) Superintendents |
| (2) Town Clerk | (9) Town Engineer |
| (3) Asst. Clerk/Administrator | (10) Assistant Treasurer |
| (4) Town Treasurer | (11) Parts Manager/Purchasing Agent |

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| (5) | Recreation Director | (12) | Casual Employees |
| (6) | Facilities Manager | (13) | Janitor |
| (7) | Administrative Secretary | (14) | Utility Clerk |
| | | (15) | Fire Department |

The Employer hereby consents and agrees to negotiate with the Union, or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this agreement looking towards a peaceful and amicable settlement of any differences that may arise between them.

- b) No supervisor or other management person shall work on any job which is included in the bargaining unit, except for purposes of instruction or unforeseen or unpredictable emergency **or where agreed between the parties.**
- c) In respect of employees covered by this agreement, the Employer shall not recognize during the term of this agreement any other bargaining agent in respect of any matters herein dealt with.

d) **Regular Employees**

Shall mean an employee who has actively worked in excess of six months from date of hire and whose status has been confirmed by the Administrator.

e) **Probationary Employees**

Shall mean an employee who has not yet actively worked six months from date of hire. The dismissal of a probationary employee shall not be a grievable nor arbitrable matter.

f) **Casual Employees**

A casual is an employee hired:

1. For work resulting in the absence of a regular employee(s) due to vacation, illness, accidents, leave of absence, floaters or banked time off, or

2. **For work during peak periods, seasonal work, or special projects but not to reduce the overtime of regular employees. However, it is agreed that casuals may perform work that might otherwise be an overtime opportunity for regular employees in the following circumstances;**

1. **as a result of a job continuation situations during lunch, break times or end of day where the intent does not exceed one (1) hour.**

2. **related to installation/removal of arena floor or stage and/or special events in Parks and Recreation Department.**

It is understood that the use of casual employees will not result in the layoff nor the reduction of the hours of work of regular employees. Casual employees will not be employed so as to replace permanent job vacancy opportunities. No casual employee will be called into work until all regular employees on layoff are called first.

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4. Grant Workers – provided the project on which they are engaged would not normally be work performed by the Bargaining Unit Employees and provided that the application for the grant is discussed at a Labour-Management Committee meeting.

5. Correctional Services – referees.

g) No other Agreement

No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 3:00 – NO DISCRIMINATION

The parties agree that there shall be no discrimination practices for any reason, on any clauses of this agreement.

ARTICLE 4:00 - MANAGEMENT RIGHTS

The management of the Employer, and the direction of the working forces, including but not limited to, the right to hire, suspend or discharge for just cause; to enlarge, combine, decrease, divide, transfer or rearrange departments and to make and enforce reasonable work rules, assign work duties, and the right to relieve employees from duty because of lack of work or other legitimate reasons, and other management rights except to the extent specifically limited by the terms of this agreement, are vested exclusively in, and reserved to, the Employer, provided that the exercise of such rights will not be used for the purpose of discrimination against any member of the Union, or be contrary to any other specific provision of this agreement, and provided that nothing herein would be construed to abrogate the provision of the grievance or arbitration procedures contained in this agreement.

ARTICLE 5:00 - UNION MEMBERSHIP REQUIREMENT (UNION SECURITY)

All Employees to be Members

All employees of the Employer, except as listed in Article 2:00 (a), as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. All future employees of the Employer, shall, as a condition of continued employment, become and remain members in good standing of the Union, within thirty (30) days of becoming permanent employees with the Employer.

ARTICLE 6:00 – CHECK-OFF OF UNION DUES

6:01

a) Check-off

The Employer shall deduct from every employee any weekly dues, initiations or assessments levied in accordance with the Union Constitution and/or By-Laws, and owing by them to the Union.

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b) Listing of Deductions

The Employer shall forward to the Secretary-Treasurer of the Union, monthly dues, for all employees accompanied by a list of the names of all employees from whose wages the deductions have been made.

6:02 Deductions

The Employer agrees to make such deductions from the payroll weekly, and to forward same to the Secretary-Treasurer of the Union, not later than the 15th day of the month following, together with a list in duplicate of all employees from whose wages the deductions have been made.

6:03 Additional Deductions

The Employer agrees to make additional deductions, if so desired by the employee, for any Savings Plan, including Credit Unions.

6:04 Dues Receipts

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

ARTICLE 7:00 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer and the Union agree to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in Articles 5:00 and 6:00 dealing with Check-Off and Union Security.

ARTICLE 8:00 - CORRESPONDENCE

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Town Clerk or Administrator or their designate and Secretary of the Union.

ARTICLE 9.00 – JOINT LABOUR MANAGEMENT COMMITTEE

9.01

a) Establishment of Committee

A Joint Labour-Management Employer Committee shall be established consisting of equal representatives of the Union, and equal representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of maximum service to the public.

b) Purpose

To provide to the regular working level an effective framework for the free exchange of information between management and employee representatives, so as to develop a positive climate conducive to the discussion of problems of common interest. Through this joint committee it is the wish to promote better communications, mutual respect and understanding between management and employees within the Departments. It is thus

a matter of discussions between management and employees on the means that should be taken: - to improve staff relations, working conditions, safety, performance efficiency, to keep morale high, to promote training of personnel, and joint consultation on technological change, its impact and any other topics that are mutually agreed upon by committee members.

9.02 Joint Occupational Health & Safety Committee (Section 14 – O.H. & S.A.)

1. Every employer with twenty or more employees regularly employed at a place of employment shall ensure the establishment of a joint health and safety committee.
2. A committee shall consist of such number of persons as may be agreed to by the employer and the employees.
3. A committee shall consist of equal representation from both the employer and the employees, and the employer shall designate **its** representative or representatives and the employees shall designate their representative or representatives.
4. Where the employer and employees cannot agree on the size of the Committee, the Commission may establish its size.
5. The employer and employee members of a committee shall elect a co-chairman from their respective groups.
6. Subject to Section 16, a committee shall meet at least once a month.
7. Each member of the committee shall receive, when engaged in committee meetings, pay at **their** rate and other benefits for the time periods during which the meetings are held.
8. A committee shall take and maintain minutes of its meetings on a form provided by the Commission.
9. The employer, shall ensure that the names of the members of the committee, and the minutes of the most recent committee meeting are posted in a prominent place or places at the place of employment.
10. A copy of the minutes signed by the co-chairmen of the committee shall be sent to the Commission.
11. The employer, in consultation with members of the committee, at the place of employment, shall grant to the committee members the necessary leave to be trained in the duties and responsibilities of a committee member.
12. Where an employer does not grant a leave to members of a committee in accordance with subsection (11), the Commission may order an employer to grant a committee member leave.
13. Where a committee cannot agree on a matter related to health and safety, the committee shall call an officer to resolve the problem.

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14. Under normal conditions, employees will be given a 15-minute break during the first and second part of their working day, to be administered by the Labour-Management Committee.
15. a) Employees on wing plow shall be accompanied by a helper until such time as the Town acquires a wing plow vehicle which has automatic transmission and allows for viewing of wing plow by operator.
16. Right to Refuse - (Section I9 - O.H. & S.A.)

An employee may refuse to do any act at his **their** place of employment where **they** **have** reasonable grounds for believing that the act is likely to endanger **their** health or safety or the health or safety of any other employee.

ARTICLE 10:00 – JOINT LABOUR/MANAGEMENT RELATIONS

10:01 Representation

No employee or group of employees, shall undertake to represent the Union at meetings with the Employer, without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

10:02

a) Unit Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than three members of the Unit. The Unit will advise the Employer of the Unit nominees to the Committee.

- b) The President of the Local Union shall be an ex-officio member unless **they are** a member of that Unit. As an ex-officio member, **they** shall attend bargaining sessions at the Union's expense.

10:03 Function of Bargaining Committee

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc., shall be referred by the Bargaining Committee for discussion and settlement.

10:04 Representative of Canadian Union

The Unit shall have the right at any time, to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall have access to the Employer's premises, in order to inquire and discuss and assist in the settlement of a grievance.

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10:05 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than (14) calendar days after the request has been given.

10:06 Time Off for Meeting

Any representative of the Unit on the Bargaining Committee, who is in the employ of the Employer, shall have the right of attending meetings called by the employer, held within working hours without loss of remuneration.

10:07 Technical Information

The Employer shall make available to the Union, on request, information required by the Union for collective bargaining purposes, which shall not include confidential material prepared for use of the Employer's negotiating committee or Town Council.

ARTICLE 11:00 - RESOLUTIONS AND REPORTS OF THE COUNCIL

11:01 Employer Shall Notify Union

The Employer agrees, that any reports or recommendations about to be made to the Council, dealing with matters of policy and conditions of employment, and which affect employees within this bargaining unit, shall be communicated to the Unit in time to afford the Unit a reasonable opportunity to consider them.

11:02 Copies of Resolution

Copies of all meetings, resolutions and By-Laws or rules and regulations adopted by Council, which affect the members of this Unit, are to be forwarded to the Union.

ARTICLE 12:00 – GRIEVANCE PROCEDURE

12:01 Grievance Committee

The Employer acknowledges the right of the Unit to appoint, or otherwise select, a grievance committee of one (1) member and a Joint Chief Steward, whose duties will be to assist employees in processing grievances, who shall be employees of the Employer. The personnel of such committee shall be communicated to the Employer in writing.

12:02 Settling of Grievances

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

Step 1

The aggrieved employee(s) shall submit the grievance in writing to the Joint Chief Shop Steward of the Unit Grievance Committee within twenty (20) working days of the alleged violation.

Step 2

If the Grievance Committee of the Unit considers the grievance to be justified, the employee(s) concerned, together with **their** steward or member of the Grievance Committee, shall first seek to settle the dispute with the employee's supervisor.

Step 3

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the employee(s) concerned together with a Union Representative, will submit to the Town Administrator, a written statement of the particulars of the complaint and redress sought. The Town Administrator shall render a decision within ten (10) working days after receipt of such notice.

Step 4

Failing agreement being reached in Step 3, application shall be made to the Council in writing within five (5) working days of notification of Administrator's decision stating the grievance concerned and a hearing shall be granted at a regular meeting of the Council following the application.

Step 5

Failing a satisfactory settlement within ten (10) working days after the dispute was first discussed by the Council, the Union may, on giving five (5) days notice in writing to the Council of ~~their~~ **its** intention to refer the dispute to arbitration.

12:03 Permission to Leave Work

The Employer agrees, that stewards shall not be hindered, coerced, restrained or interfered with, in any way, in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each steward is employed full time by the Employer, and that they will not leave their work during working hours, except to perform their duties under this agreement. Therefore, no steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.

12:04 Definition of Grievance

Every collective agreement shall provide for the final and binding settlement by arbitration or otherwise, without stoppage of work, of all differences between the parties to, or persons bound by, the agreement on whose behalf it was entered into, concerning its interpretation, application, administration or an alleged violation of the agreement, including any question as to whether a matter is arbitrable.

12:05 Dispute

Where a dispute involving a question of general application or interpretation occurs, the Employer and the Unit may agree to bypass Steps 1, 2 and 3 of this article provided the dispute is processed in accordance with Step 4 herein within twenty (20) working days of the alleged violation.

12:06 Interpretation

Replies to grievances shall be in writing at all stages.

12:07 Settlement

Grievances settled satisfactorily within the time allowed, shall date from the time that the grievance was filed.

12:08 Facilities for Meetings

The Employer shall supply the necessary facilities for grievance meetings at the Town Hall.

12:09 Unjust Suspension or Discharge

Should it be found, upon investigation, that an employee has been unjustly discharged or suspended, such employee shall be immediately reinstated in **their** former position, without loss of seniority or rate of pay, and shall be compensated for all time lost in an amount equal to **their** normal earnings during the pay period next, proceeding such discharge or suspension.

12:10 Grievances on Safety

An employee, or a group of employees, who are required to work under unsafe or unhealthy conditions shall have the right to file a grievance.

12:11 Failure to act within Time Limits

If the grievor or the Union fail to process a grievance to the next step in the grievance procedure within the time limits specified, **the grievance is deemed to be abandoned.** **However,** they shall not be deemed to have prejudiced their position on any future identical grievances.

12:12 Technical Objections to Grievances

No grievance shall be defeated by any formal or technical objection, and an Arbitration Board shall have the power to allow necessary amendments to the grievance, and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute, and to render a decision according to equitable principles and the justice of the case.

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ARTICLE 13:00 - ARBITRATION

13:01

(a) Grievance Mediation

Either party may by mutual consent refer the dispute to grievance mediation or;

(b) Composition of Board of Arbitration

The parties may by mutual consent refer the matter to a sole arbitrator with costs to be shared equally or;

(c) Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration the request must be made within two (2) months of the date the dispute was first discussed by Council and a satisfactory settlement was not reached. The request shall be made by registered mail addressed to the other party of the agreement indicating the name of its nominee on the Arbitration Board. Within eight (8) days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two nominees shall then select an impartial Chairman.

13.02 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

13:03 Board Procedure

- a) The board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision within thirty (30) days from the time the Chairperson is appointed.
- b) Such hearing shall be held in the Town of Dalhousie.

13:04 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 Chairperson shall be the decision of the Board. The decision of the Board of Arbitration 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 a discharge or a discipline grievance by any arrangement, which it deems just and equitable.

13:05 Disagreement on Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration for clarification by the Board. Such clarification will be rendered within five (5) days.

13:06 Expenses of the Board

Each party shall pay:

- 1- the fees and expenses of the arbitrator it appoints.
- 2- one-half of the fees and expenses of the Chairperson.

13:07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

13:08 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 14:00- DISCIPLINE, SUSPENSION AND DISCHARGE

14:01 Reasons

An employee who has completed their probationary period may be dismissed, but only for just cause, and only on the authority of the Employer. A Department Head may suspend an employee, but shall immediately report such action to the Employer. When an employee is discharged, suspended or disciplined, they shall be given the reasons in the presence of a steward. Such employee and the Union shall be advised immediately in writing by the Employer, of the reason for such discharge or suspension.

14:02 May Omit Grievance Steps

An employee considered by the Unit to be wrongfully or unjustly discharged or suspended, shall be entitled to a hearing under Article 12:00 Grievance Procedures. Steps 1, 2 and 3 of the grievance procedures shall be omitted in such cases and the grievance shall be filed within twenty (20) working days of the suspension or discharge.

14:03 Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. They shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next, proceeding such discharge or suspension, or by any other arrangement as to compensate 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.

14:04 Crossing of Picket Lines during Strike

Employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross such a picket line by the members of this

Unit shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.

14:05 Adverse Report

An employee shall be notified in writing of any expression of dissatisfaction concerning their work within five (5) weeks of the event of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of their work record for use against them at any time. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it is related to their work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record. The record of an employee shall not be used against them at any time in the following instances:

- a) When **twenty-four (24)** months have elapsed since a suspension, provided there has been no recurrence of a similar and/or any other infraction.
- b) When twelve (12) months have elapsed since the issuance of a letter of reprimand, provided there has been no recurrence of a similar and/or other infraction.

ARTICLE 15:00 - SENIORITY

15:01

(a) Seniority Defined

Department Seniority - Is the length of service in the department. The departments currently are: Fire, Transportation, Utility, Parks & Recreation and Inside Workers.

Unit Seniority - Is the length of service in the unit. There are two (2) units in Local 188: The Fire Unit and the Transportation, Utility, Parks & Recreation and Inside Workers Unit.

Employer Seniority - Is the length of service with the Employer as a member of Local 188 and the former Local 3639.

- (b) Benefits & Vacation Credits**, shall be based on Employer seniority.

15:02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union, and posted on all bulletin boards in January of each year. On an approved transfer, the Employee shall retain their accumulated seniority and rights. All transfers shall be in writing.

15:03 Probation for Newly Hired Employees

Newly hired employees shall be on probationary basis for a period of six (6) months of actual work. During the probationary period, employees shall be entitled to all rights and benefits of this agreement, except with respect to discharge **under Article 14** -

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Discipline, Suspension and Discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance/arbitration procedure unless the Union claims discrimination as noted in Article 3:00 as the basis of termination after completion of the probationary period. Seniority shall be effective from the original date of employment.

15:04 Loss of Seniority

An employee will lose their seniority and employment will be terminated in the following circumstances:

- a) discharged for just cause and not reinstated.
- b) resigning in writing.
- c) absent from work in excess of seven (7) calendar days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- d) fails to return to work within seven (7) calendar days following a lay-off 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 their current address.
- e) lay off for a period longer than forty-eight (48) months.
- f) leaving Local 188 for a period greater than six (6) months.

15:05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be for a maximum of six (6) months. If an employee returns to the bargaining unit within six (6) months, they shall be placed in their former position with their seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

ARTICLE 16:00 – PROMOTIONS AND CHANGES

16:01

a) Job Posting

When a vacancy is declared or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post Notice of the position in the Employer's office, locker rooms, shops and on all bulletin boards for a minimum of fourteen (14) calendar days so that all membership will know about the vacancy or new position.

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b) Vacancy

When a vacancy is declared or a new position is created outside of the bargaining unit, the Employer shall notify the Union in writing.

16:02 Information in Postings

Such Notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills and shift.

16:03 No Outside Advertising

No outside advertisement for additional employees shall be placed until present employees have had fourteen (14) calendar days to apply from the date of the posting.

16.04 Role of Seniority in Promotions & Transfers

A Both Parties recognize:

- 1) The principal of promotion within the service of the Employer.
- 2) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest unit seniority and having the required qualifications. Appointments from within the bargaining unit shall be made within three (3) weeks of the closing of posting.

B The Employer has the right to temporarily assign employees from one classification to another without loss of pay. When an employee is assigned the duties and responsibilities of a more senior position within the bargaining unit, for a period of four (4) hours or longer, **they** will be paid at the rate of pay for the higher classification, for the period so worked.

16:05 Trial Period

The successful applicant shall be placed on trial for a period of up to forty (40) days of work. Conditional on satisfactory service the employee shall be declared regular after the period of forty (40) days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority wage or salary rate. Any other employee promoted or transferred because of the rearrangement of position shall also be returned to their former position without loss of seniority, wage or salary rate.

16:06 Upgrading of Qualifications

Should a senior applicant wish to up-grade their qualifications through attendance at a training program they shall indicate their intent to do so in writing to the Administrator and a reasonable length of time to be agreed upon at the time of the request be given in

order that the individual may up-grade their qualifications. This written notice shall be submitted by the employee before any selection is made.

16:07 Union Notification

The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and termination of employment.

16:08 Duty to Accommodate

The Employer, Union and Employees recognize their respective obligations under the duty to accommodate.

- a) **Where possible**, an employee, who has become incapacitated by injury or illness, will be employed in other work which he can do. Such employee may not displace an employee with more seniority.
- b) **Where possible**, an employee who, through advancing years or temporary disablement is unable to perform his regular duties will be employed in other work which he can do.

Such employee may not displace an employee with more seniority.

16:09 On the Job Training

The Employer will encourage and maintain a system of "on the job training" so that every employee shall have the opportunity to receive training and qualify for promotion in the event of a vacancy arising. Accordingly, employees shall be allowed regular opportunities to learn the work of higher position during the regular working hours by arranging to exchange positions for temporary periods without affecting the salary or pay of the employees concerned. Such opportunity for training shall be allocated according to qualifications and the seniority provisions of this agreement.

16:10 Training Courses

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

- Type of Course (Subjects and material to be covered)
- Time and duration of the course
- Location of the course
- Basic minimal qualifications required of applicants as set out for the course. This bulletin shall be posted for a period of two weeks on the Bulletin Board within the department to afford all interested employees an opportunity to apply for such training.

16.11 Tuition Costs

- a) The Employer shall pay the cost of tuition. Other related expenses shall also be paid providing they have prior approval.

b) When the course is outside the Town limits, the employer shall be responsible for transportation and meals which shall be paid in accordance with the mileage and meal allowance regulation.

16:12—An employee who loses his driving privileges temporarily shall revert to a classification of labourer, **subject to operational requirements and provided this does not result in any job loss or impact on others in which case they will be suspended without pay.** He shall be reinstated to his previous classification and rate of pay once his driving privileges are reinstated.

16.13 Utility Operators and Assistant Utility Operator must obtain and keep current, the levels of certification as required by the Province for the operation of the Water Treatment Plant and Wastewater Treatment Plants. The Employer will pay for such training and courses on similar conditions as per Article 16.11 above.

ARTICLE 17:00 - LAY-OFFS AND RECALLS

17:01 Role of Seniority in Lay-offs

Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoff, employees shall be laid off in reverse order of their unit seniority, subject to the retention of employees with the required qualifications. Laid off employees with seniority, shall be recalled in order of their seniority provided that they are qualified and capable of performing the duties.

17:02 No New Employees

No new employees will be hired until those laid off have been given an opportunity of recall.

17:03

a) Advance Notice of Lay-off - Regular

The Employer shall notify regular employees who are to be laid-off, ten (10) working days prior to effective date of lay-off. If the employee has not had the opportunity to work ten (10) full days after notice of lay-off, they shall be paid in lieu of work for the part of ten (10) days during which work was not made available.

17:04 Continuation of Benefits

Employees laid off shall be entitled to continue to be covered by the Town's Health Plan and Life Insurance coverage for up to three (3) months, provided the employee pays one hundred percent (100%) of the cost of premiums, in advance.

17:05 Grievance on Lay-offs

Grievances concerning lay-offs due to a reduction in the working force shall be initiated at Step 4 of the Grievance Procedure within twenty (20) working days of the date of the notice of layoff.

ARTICLE 18:00 - HOURS OF WORK

18:01

- a) The hours of work in the Transportation and Water and Sewerage Departments shall be 7:30 a.m. to 12:00 noon (with a fifteen minute health break) and from 12:45 to 4:00 p.m. from Monday through Friday. No eight hour shift shall be spread over a period longer than nine hours. It is agreed that there will be no health break in the afternoon.
- b) Parks & Recreation Department – The normal work week will consist of five (5), eight (8) hour shifts with a lunch period contained in the shift, from Sunday to Saturday inclusive for a total of 40 hours per week.
- c) The Inside Workers (Secretary and By-Law Officer/Part-time Secretary) shall work eight (8) hours per day, Monday to Friday from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m.

18:02 Utility Operators and Assistant Utility Operator

- (a) The Utility Operators shall work a forty-two (42) hour average work week on an alternating basis of seven (7) days on and seven (7) days off shift. This arrangement shall cover vacations, floaters and holidays in addition to the above, two (2) regular Utility Operators will be granted one week of vacation per year. This vacation must be scheduled in advance along with the posting of other employees' vacation in the Water Department. In the event of the absence due to the illness of one of the operators which results in the other operator working twenty-one (21) continuous working days, the Employer agrees to replace the absent operator with a temporary relief operator. The Employer has the right to contract out for replacements if there are no suitably qualified individuals in the regular workforce.
- (b) The Assistant Utility Operator shall work a 40-hour work week. The Assistant Utility Operator would replace, when required, the Utility Operator. The rate of pay for the Assistant Utility Operator would be the Operators' base rate (\$24.57 upon signing).
- (c) All Operators, including the Assistant, are expected to reach their required certifications, as per Article 16.13. The Employer has the right to contract out for replacement Utility Operators, if there are no suitably qualified individuals in the regular workforce.
- (d) Utility Operators with Water Treatment Provincial Level 1 plus one year in Plant obtain a one percent (1%) increase in pay from Base Rate. Upon obtaining Water Treatment Provincial Level 2 – an additional one percent (1%) increase. Upon obtaining Water Treatment Provincial Level 3 – an additional one percent (1%) increase. The above includes the Operators having their Waste Water Provincial Level 1.
- (e) The parties agree that the Operators and Assistant Operators shall be allowed to change up to two (2) scheduled shifts per Operator and amongst themselves. This will not cause any additional costs to the Employer.
- (f) The Utility Operators will receive the last month of employment, in their retirement year, off with pay.

18:03 Working Schedule

- a) The hours and days of work of each employee shall be posted in an appropriate place at least five (5) days in advance. The Employer shall, after agreement with the Unit, set forth the working schedule of the Department, hereinafter referred to as the "Work Schedule". For employees on shift, one-half hour meal time at their place of employment shall be included as part of the regular scheduled work period.
- b) The Employer shall not amend any employee's time sheet without informing the employee concerned of such changes.

18:04 Reporting Pay Guarantee

An employee reporting for work on **their** regular shift shall be paid **their** regular rate of pay for the entire period of work with a minimum of four (4) hours pay.

18:05 Union Meeting Night

On the day of each month on which the regular monthly, special or deferred meeting of the Union is scheduled, work shall cease not later than 6:00 p.m. except in cases of emergency.

18:06 Paid Clean-up or Clothes Changing Time

- a) Employees shall be allowed wash-up time before lunch period and before quitting time.

ARTICLE 19:00 - OVERTIME

19:01 Overtime defined

All time worked beyond the normal work day, the normal work week, or on a vacation, shall be considered as overtime.

19:02 Sunday Overtime

All work on Sundays shall be at time and one-half.

19:03 Compensation for Work on Paid Holidays

Overtime work on a holiday or on vacation, when the employee was not scheduled to work, shall be paid for at the rate of time and one-half plus another day off at a time mutually agreeable between the employee and the Department Head, which shall be according to Article 19:12.

19:04 Payment for or Supply of Meals

- (a) A meal will be supplied by the Employer two (2) hours after an employee's regular quitting time at the end of a shift up to a maximum of **\$12.00**. An additional meal will be supplied after every additional four (4) hours worked thereafter. A breakfast allowance of **\$8.50** will be allowed when an employee is called in to work prior to commencing his regular day shift and the work involved extends into the regular shift.

- (b) For employees called in on overtime on weekends, they will be entitled to the applicable meal allowance (breakfast or dinner) after working four (4) consecutive hours of overtime to a maximum of two (2) meals in a day.

19:05 No Lay-off to Compensate for Overtime

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

19:06 Overtime for Part-Time Employees

Part-Time employees working less than the normal hours per day and who are required to work longer than the normal working day, shall be paid at the rate of straight time for the hours so worked up to and including the normal hours in the working day. Regular overtime rates shall apply after the normal hours in the working day and for all work performed on vacation and regular days off.

19:07 Voluntary Overtime

The opportunity to work overtime shall be made available on an equal basis to all employees in the department concerned who are qualified and willing to work overtime. Overtime work shall be on a voluntary basis. **Employees who miss some or all of a workday due to sickness are not eligible to work excess and/or overtime until they have returned to work for at least one day. Their name will not be moved down the list. It is understood that sickness under this clause does not include absence for known, pre-scheduled medical or dental appointments.**

19:08 Minimum of Overtime

The Employer will endeavour to keep overtime to a minimum.

19:09 Overtime During Lay-offs

There shall be no extended period of overtime worked in any operation while there are employees on lay-off able to perform the available work.

19:10 Call Back Pay Guarantee

An employee who is called in to work outside **their** normal working hours shall be paid for a minimum of **three (3)** hours and shall be paid from the time they leave their home to report for duty until the time they **arrive** back upon proceeding directly from work for any one assignment.

19:11 Meetings and Activities

Off hours spent with meetings or school activities shall be considered as overtime, if authorized by department head.

19:12 Time off in lieu of Overtime

For overtime worked, time off may be taken in lieu of money at a mutually agreeable time at the appropriate overtime rates. Operational/manpower needs as determined by the Employer will govern. A maximum of **one hundred and twenty (120)** hours may be

banked for time off per year, **and** any time owing by the end of November each year shall be paid out. There will be no banking of overtime in the month of December.

19:13 Remedy for Improper Overtime Assignment

Where it is proven that an employee was wrongly bypassed in the administration of the equitable opportunity to work excess or overtime as per Article 19:07, the employee will be given an opportunity to make up the lost overtime.

ARTICLE 20:00 - SHIFT WORK

20:01 Definition of Shifts

- a) There will be a shift premium of forty cents (40¢) per hour additional compensation on all hours worked as part of an employee's regular shift between the hours of 4:00 p.m. and 12:00 midnight.
- b) Failure to provide at least sixteen (16) hours rest between regular shifts shall result in payment of overtime at established rates for any hours worked during such normal rest period.

ARTICLE 21:00 - HOLIDAYS

21:01 Paid Holidays

- a) The Employer recognizes the following as paid holidays:

New Year's Day	Dominion Day	Remembrance Day
Good Friday	New Brunswick Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

- b) **Four Hours**

Four hours on New Year's Eve Day and four hours on Christmas Eve Day.

- c) **Other Proclaimed Holidays**

Any other day proclaimed as a holiday by the Dominion, Provincial or Municipal Government.

- d) **Floating Holidays**

For all regular employees employed as of March 18, 2010, **seven (7)** Floating Holidays with pay will be granted each year to all employees of the Employer. The Floating holidays shall be arranged for at the discretion of the Department Head and Town Administrator, who will consider recommendations from the employee, if they are forthcoming, prior to a decision. A Floating Holiday is defined as an 8 hour shift. For new employees hired after March 18, 2010 – four (4) Floating Holidays.

21:02 Compensation for Holidays Falling on Saturday

When any of the above noted holidays falls on a Saturday, and is proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement.

21:03 Compensation for Holidays Falling on Sunday

When any of the above noted holidays falls on a Sunday, and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the proceeding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this agreement.

21:04

a) Pay for Work on Scheduled Holiday

Employees who are not required to work on the above holidays shall receive holiday pay equal to one day's pay. Employees who are scheduled to work shall be paid at the rate of time and one-half plus another day off with pay or as per 19:12. **For clarity, the one hundred and twenty (120) hour bank, as per article 19.12, applies to combined overtime and holiday, time off in lieu.**

b) Time Off for Scheduled Holidays

If an employee chooses time off in lieu of pay **they** shall receive appropriate time off with pay according to Article 19:12.

21:05 Compensation for Holidays Falling on Scheduled Day Off

Where a holiday falls during an employee's vacation period the employee shall be entitled, upon their return from vacation, to take the Monday or other weekday off during that return week, subject to operational requirements.

21:06 Christmas or New Year's Off

Shift workers shall have at least Christmas or New Year's Day off.

ARTICLE 22:00 - VACATION PERIOD

22:01

a) Vacation Pay Schedule

All employees while on vacation shall receive vacation pay based on their regular hourly rate.

b) For all regular employees employed as of March 18, 2010, their schedule with pay shall be as follows based on continuous years of service:

1 - 3 years	2 weeks with pay
3 - 9 years	3 weeks with pay
9 - 15 years	4 weeks with pay
15 - 20 years	5 weeks with pay

20 - 25 years	6 weeks with pay
25 years and plus	8 weeks with pay

For new regular employees hired after March 18, 2010, their schedule with pay shall be as follows based on continuous years of service:

1 - 7 years service with Employer	2 weeks with pay
8 - 15 years	" 3 weeks with pay
16 - 20 years	" 4 weeks with pay
over 20 years	" 5 weeks with pay

- c) The Employer will always consider employee(s) vacation request(s) and the Employer agrees to use its very best efforts to honour employee(s) requests for vacation schedule in accordance with 22:05 and any request(s) to change vacation schedule.

22:02 Vacation above Two (2) Weeks Period

All vacations over and above two (2) weeks, shall be arranged for with the Town Administrator.

22:03 Conditions

All employees who are entitled to have vacation shall make the necessary arrangements to take such vacation before the end of each year. If, however, due to special circumstances an employee is required by the Employer to forego their vacation, such vacation privileges shall be allowed to accumulate until conditions permit them to be exercised.

22:04 Temporary Employees

All temporary employees, who, at the beginning of the calendar year have completed not less than sixty (60) working days in the proceeding calendar year, or who have previously been qualified to receive vacation, shall be allowed one (1) working day's vacation with pay for each thirty (30) days worked or major portion thereof to a maximum of ten (10) working days or 4% of gross pay.

22:05 Vacation Scheduling - Seniority

Vacation scheduling shall be in accordance with the following seniority

- a) Transportation (Streets)

2014	4-5-6-7-8-1-2-3
2015	5-6-7-8-1-2-3-4
2016	6-7-8-1-2-3-4-5
2017	7-8-1-2-3-4-5-6
2018	8-1-2-3-4-5-6-7

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2014	2015	2016	2017	2018
2,1	1,2	2,1	1,2	2,1

b) Water

2014	2015	2016	2017	2018
2,3,1,4	3,1,4,2	1,4,2,3	4,2,3,1	2,3,1,4

c) Recreation

2014	2015	2016	2017	2018
2,3,1	3,1,2	1,2,3	2,3,1	3,1,2

d) Inside Workers

2014	2015	2016	2017	2018
2,1	1,2	2,1	1,2	2,1

22:06 Floaters In Exchange For Vacation

One week of an employee's vacation shall be transferred to his floating holidays upon request. The request must be submitted at the beginning of the year. Each employee is limited to **two (2)** weeks per year under this article. **Time off for floaters is subject to operational requirements.**

ARTICLE 23:00 - SICK LEAVE PROVISIONS

23:01

a) Proof of Illness

The Employer may request an employee to produce a certificate from a medical practitioner for any illness in excess of two (2) working days certifying that they are unable to carry out their duties due to illness.

b) Abuse of Privileges

Where the Employer has reason to believe an individual employee is abusing the sick leave privileges, their Department Head may issue to them a standing directive that requires them to submit a Medical Certificate for any period of absence for which sick leave is claimed.

ARTICLE 24:00 - LEAVE OF ABSENCE

24:01 Negotiation Pay Provision

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer.

24:02 Grievance and Arbitration Pay Provisions

Representatives of the Unit shall not suffer any loss of pay when required to leave their employment temporarily in connection with the grievance or arbitration procedures.

24:03 Leave of Absence for Union Functions

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. Leave of Absence without pay shall be granted to employees to attend executive and committee meetings of C.U.P.E. it's affiliated or chartered bodies. Union to refund actual salary expense incurred.

24:04 Leave of Absence for Full-Time Union and for Public Duties

The employer recognizes the right of employees to participate in public affairs. Therefore, upon written request, the Employer will grant Leave of Absence without loss of seniority and without pay, so that employees may be a candidate in a federal and/or provincial election. An employee, who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated shall be granted Leave of Absence without loss of seniority and without pay for one term of office.

24:05 Paid Bereavement Leave

a) Bereavement Leave

When death occurs to a member of an employee's immediate family, the employee will be granted a paid leave of absence of five (5) working days. An employee who is on vacation and is entitled to bereavement leave under this article, shall be entitled to take said leave immediately upon completion of **their** vacation.

b) Schedule of Pay

Pay will be at straight time, even though one or more of the days of funeral leave occur on Sunday or a paid holiday. The regular straight time rate means the straight time rate of the job at which the employee would have worked had **they** not been on funeral leave.

c) Definition of Immediate Family

Members of the immediate family are the employee's wife or husband, child, grandchild, father, mother, brothers, sisters, sons, daughters.

d) At the discretion of the Employer, additional travelling time shall be granted when required due to the location of the funeral.

- e) When death occurs to an employee's father-in-law, mother-in-law, step-father, step-mother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, aunt, uncle, and any relative who has lived in the residence of the employee for an extended period, the employee shall receive three (3) days paid leave of absence to be taken the week of the funeral.

24:06 Mourner's Leave

One-half (1/2) day's leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner, at the discretion of the Employer.

24:07 Preventive Medical Leave

Employees shall be allowed up to forty-eight (48) working hours per annum paid leave of absence in order to engage in personal, professional, medical, health and dental care. Additional time above forty-eight (48) hours with a doctor's certification will be considered at the discretion of the Employer. During the term of pregnancy, an employee shall be allowed an additional eight (8) working hours in addition to those specified above, for prenatal medical care. Employees shall be required to show proof of the above care.

24:08 Family Leave

Employees shall be allowed Leave of Absence with pay and without loss of seniority for the following reasons:

<u>Reason</u>	<u>Leave of Absence</u>
Birth or adoption of employee's child	One working day
Serious fire or flood in one's home	Up to three days

24:09 Time Off for Elections

Time off work with pay according to the appropriate Elections Act.

24:10 Veteran's Leave Allowance

The Employer shall continue to pay an employee **their** normal salary or wage who is absent when called by the Canadian Pension Commission or while detained at a military hospital for observation, examination, or treatment in connection with a disability sustained as a result of military service, less any allowance or gratuity other than for transportation and meals, received by the employee from the Department of Veteran's Affairs. Employees shall be required to present a Veteran's Affairs chit for the amount of time detained.

24.11 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receives 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. Time spent by

an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

24.12 Leave for Court Appearance

In the event an employee is accused of an offence which requires a court appearance he shall be entitled to Leave of Absence without loss of seniority but without pay. In the event that the accused employee is jailed awaiting a court appearance, he shall be entitled to an automatic Leave of Absence without loss of seniority but without pay. In the event that the accused employee is found guilty and sentenced, he shall receive a Leave of Absence, without seniority and pay to cover the period of his sentence, not to exceed ninety (90) days. **An employee, who is unavailable to report to work due to having been sentenced to greater than 1 year (or three hundred sixty five (365) days), shall have their employment terminated.**

24.13 Citizenship Leave

An employee shall be allotted the necessary time off with pay to process their Canadian Citizenship application.

24.14 Education Leave

Leave of Absence with pay and without loss of seniority shall be granted to allow employees time to write examinations and to improve qualifications in the service of the Town subject to the approval of the Administrator.

24.15 General Leave

The Employer shall 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. Such approval shall not be withheld unjustly.

24.16 Maternity Leave

a) Notification

Not later than the fifth (5th) month of her pregnancy, an employee will inform the Employer of the anticipated delivery date. The maternity leave shall not exceed twenty (20) weeks.

b) Duration of Leave

Maternity Leave shall commence two (2) months before the anticipated birth and shall be granted earlier than two (2) months or deferred provided that a certificate from a qualified medical practitioner is submitted to her supervisor on her state of health. Notwithstanding the above, the Employer may direct an employee who is pregnant to proceed on maternity leave where the duties of the position cannot be reasonably performed by the pregnant woman.

c) Return to Work

An employee returning from maternity leave shall give the Employer written notice of the fact at least fifteen (15) working days prior to returning to work with a written approval of

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a qualified medical practitioner. Such employee shall be placed in her previously held classification at her work location.

d) **Maternity Leave with Pay**

Employees entitled to Maternity Leave shall be granted five (5) working days salary against their Unemployment Insurance Maternity Leave Benefit waiting period of two (2) weeks.

- e) An employee shall be granted a one (1) month leave of absence without pay on request for legal adoption. Such leave shall be extended to three (3) months where appropriate professional advice is presented to management. Request for leave under this clause shall be made in writing as soon as the employee knows the date of placement.

ARTICLE 25:00 – PAYMENT OF WAGES AND ALLOWANCES

25:01 Pay Days

- a) The Employer shall pay salaries and wages weekly in accordance with Schedules "A-1", "A-2" "A-3" and "A-4" attached hereto and forming part of this agreement. On each Pay Day, an itemized statement of **their** wages, overtime, and other supplementary pay and deductions shall be included.
- b) Pay days will be on Thursday of each and every week and may be done by direct deposit. Salaries may be made available before 5:00 p.m. on Wednesday's whenever possible.
- c) Should pay day fall on a holiday, employees will be paid one day earlier.

25:02 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of gender.

25:03 Pay of Temporary Transfer - Lower Rated Job

When an employee is assigned to a position paying a lower rate, their rate shall not be reduced.

25:04 Vacation Pay

An employee may, upon giving at least four (4) days notice, receive on the next pay proceeding commencement of **their** annual vacation any pay cheques which may fall due during the period of vacation.

25:05 Mileage Allowances

- a) Mileage rates paid to employees using their own automobiles for the Employer's business shall be as follows: In accordance with the mileage allowance of the provincial government and meal allowance regulation unless otherwise agreed to by both parties.
- b) The Employer shall also pay the difference in premiums between the rate for liability insurance on the employee's automobile if used for pleasure only, and the rate required to insure such automobile if used as well for the purpose of the Employer.

- c) As a condition of employment, the Employer does not require anyone to own an automobile. When transportation is required, the employee may, with the approval of the Employer, elect to use **their** own automobile at the approved provincial mileage rate. If an employee does not elect to use **their** own automobile, the Employer will, when necessary, provide alternative transportation to the location.

25:06 Education Allowance

The Employer shall pay the tuition of any academic or technical course of study approved by the employer taken by an employee for **their** advancement in the service which will provide greater efficiency to the employer.

25:07 Professional Fees and Licenses

The Employer shall pay professional fees for any employee who is required to be a member of a professional association.

25:08 Legal Fees

The Employer shall pay all the legal fees established as the minimum Provincial Tariff in the "Law Society of New Brunswick Tariff of Solicitors' Recommended Minimum Fees", for the defence of an employee charged in any Court as the result of performing their duties for the Employer. This payment of legal fees may not apply should it be found that the actions of the employee were unlawful. The selection of the employee's solicitor shall be made by the employee.

25:09 Cost of Living Adjustments

In order to protect the living standards of the members of the bargaining unit the Employer agrees to increase the wage schedule in the agreement by 1% for each 1% increase based on the All Item Consumer Price Index for Canada on the December 31, **2013** base labour rate after the index exceeds 8% for **2014** payable retroactive and quarterly to be folded in on the 31st of December of each year. The same arrangement is applicable each year for the term of the agreement.

ARTICLE 26:00 – CLASSIFICATION AND RECLASSIFICATION

26:01 No Elimination of Present Classification

The Employer shall not establish new classifications or eliminate existing classifications without prior agreement of the Union.

26:02 Changes in Classification

The rate of pay for any position not covered by applicable Schedule which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Unit. If the parties are unable to agree as to the Classification and rate of pay of the job in question, such dispute shall be submitted to negotiation and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

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ARTICLE 27:00 - WELFARE BENEFITS

27:01 Pension Plans

In addition to Canada Pension Plan, every employee shall join a mutually negotiated Pension Plan. The Employer shall make contributions equal to 8.00% (effective January 1, 2006) of gross pay and the employees shall make contributions equal to 5.5% of gross pay in accordance with the provisions of the Plan.

27:02 Employee Contribution to Hospital and Medical Insurance

- a) The Employer shall pay 60% of the cost of a Health Plan, per employee and 50% of the Dental Plan. The Employer shall pay 70% of the cost of the Insurance Carrier's Sickness and Indemnity, per employee.
- b) The Employer shall pay the first week of sick leave at the Employee's regular classified rate instead of insurance rate on presentation of doctor's certification of sickness for all employees. In the case of absence for illness, the Employer's contribution will be paid to the above Plans and the Group Life Plan to a maximum of one year from commencement of absence. Thereafter, the employee may pay the full premiums through the Employer.

27:03 Workmen's Compensation Pay Supplement

The Employer shall pay all premiums for Health/Dental/Sickness and Indemnity Benefits, if any, while employees are on Workmen's Compensation claim to a maximum of twelve (12) months. The Employee shall pay one hundred percent (100%) of premiums after twelve (12) months. In addition, the Employer and employees shall continue to make their required pension contributions as per Article 27:01. In the event of an employee killed in the performance of his/her **their** work, the Employer will pay three (3) days regular wages to the employee's beneficiary.

27:04 Legislation

If the premium paid by the Employer for any employee benefits is reduced as a result of any legislative or other action the amount of the saving shall be used to increase other benefits available or to maintain employee's share of premiums for the benefit package during the time the employee is on Worker's Compensation Benefits.

ARTICLE 28:00 – SAFETY AND HEALTH

28:01

a) Injury Paid Provisions

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 their regular rate of pay, unless a doctor or nurse states that the employee is fit for further work on the shift. An employee who has received payment under this Section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident. An employee who cannot continue work as a result of falling sick shall be paid to the end of their shift.

b) Safety Eye Glasses

Safety eye glasses, if needed and approved, shall be paid by the Employer to a maximum of \$40.00.

28:02 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident while at work shall be at the expense of the Employer including all transfers.

28:03 First Aid Kits

A First Aid Kit shall be supplied by the Employer to each mobile unit of employees and in other appropriate locations of the Employer.

28:04 Covered Trucks

All trucks used for transportation of employees shall be covered.

28:05 Flagmen and Snow Blower Helpers

Flagmen and Snow Blower Helpers shall be supplied with thermal wear (ski-doo suits) and mitts.

28:06 Excavation Work

When employees are employed in excavation work there shall be an employee on the surface of the ground to ensure the safety of employees engaged in the trench and to assist in the carrying out of the work and shall be visible to the employee working in the trench. Industrial Safety Code to apply.

ARTICLE 29:00 - TECHNOLOGICAL AND OTHER CHANGES

29.01 Advance Notice

Any technological change is at the discretion of the Employer.

However, for any other change or new methods or operation which affects the rights of employees, conditions of employment, wage rates or workloads, the Employer shall notify the Union of the proposed change. In these circumstances, any such change shall be made only after the Union and the Employer have reached agreement on such change through collective bargaining.

29.02 Technological Change – Attrition Arrangements

Any employee who loses employment due to the introduction of technological change shall be eligible to recover severance pay within twelve (12) months of being laid off.

An employee who applies for and accepts severance pay under this Article (29.02) shall forfeit seniority and all other rights under the Collective Agreement. The amount of severance pay will be according to the following formula:

Formula:

Less than ten (10) years' employment with the Employer – 4 months' pay

Greater than ten (10) years' employment with the Employer – 8 months' pay

29.03 Transfer Arrangements

An employee who is displaced, but not laid off, from their job by virtue of technological change or improvements, will be given the opportunity to fill other vacancies according to seniority.

29.04 Income Protection

An employee who is displaced from their job (as per Article 29.03), by virtue of technological change or improvements, will suffer no reduction in normal earnings.

29.05 Training Benefits

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation such employees shall at the expense and discretion of the Employer be given a period of time during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

ARTICLE 30:00 - JOB SECURITY

Inclement Weather

No normal loss of pay shall result by reason of the provisions of this clause.

ARTICLE 31:00 - OUTSIDE EMPLOYMENT

No Outside Employees

The Employer shall not hire or retain in employment any persons for full or part-time work, except work of short duration not normally covered by the agreement, if such persons are employed in full time work with another Employer exclusive of casual employees.

ARTICLE 32:00 – CONTRACTING OUT

32:01 Contracting Out

The Employer shall not contract out so as to reduce the regular hours of work of members of the bargaining unit or to cause lay-off of unit members. in the Transportation (Streets), Utility (Water), Parks and Recreation and Inside Workers Units.

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ARTICLE 33:00 - UNIFORM AND CLOTHING

33:01

a) Allowance

The Employer shall maintain and supply suitable identified rubber clothing and/or equivalent rubber boots, plus any Safety Equipment and shall issue same when necessary. New items of clothing or boots will not be issued until return is made of previous issue, leather gloves additional. Purchase will be done through the Purchasing Manager. All employees of the Streets, Water and Recreation Departments will be given a \$ \$150 allowance per year on the purchase of **workwear**.

b) Aprons

Aprons will be supplied for employees working with Jack-hammers,

c) Transportation Method

All employees shall be conveyed from yard to job or vice versa and shall be protected from the elements by proper covered mobile equipment.

d) Coveralls

Employees in the mechanical trades shall be supplied with two pairs of coveralls annually. Coveralls shall also be supplied for other employees if required to protect clothing. Used coveralls shall be kept for asphalt crew.

e) Tradesman's tools will be replaced if lost as a result of a major fire or theft occurring on Town Property.

33:02 Union Label

All uniforms and clothing issued by the Employer shall bear a Union Label whenever possible.

ARTICLE 34:00 - GENERAL CONDITIONS

34:01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals also to store and change their clothes.

34:02 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 notices as may be of interest to the employees.

34:03 Indemnity

Where coverage supplied through its comprehensive liability policy does not apply the Employer shall supply the legal counsel where necessary for any action initiated against any employee by virtue of performance of **their** assigned duties as per Article 25:08.

ARTICLE 35:00 - PRESENT CONDITIONS AND BENEFITS

35:01 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this agreement, but may be modified by mutual agreement between the Employer and the Union.

35:02 Continuation of Acquired Rights

The provisions of this Agreement shall be binding upon any successor or merged municipality or town (Employer) or any successor in the control of the municipality or town. In the event there is a merger with another municipality or town in which the covered employees therein or represented by another union in such municipality or town, the representation rights and the status quo of this union shall be maintained until a final determination is made under the Labour and Employment Board as to the proper representation of the combined group.

35:03 Amalgamation and Merge Protection

In the event the Employer merges or amalgamates with any other body the following principles shall apply to the employees:

- a) Employees shall be credited with all seniority rights with the new Employer.
- b) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer.
- c) Conditions of employment and wage rates of the new Employer shall be equal to the best provisions in effect in the merging employers.
- d) No employee shall suffer a loss of employment as a result of a merger.
- e) Preference in location of employment in the merged municipality shall be on the basis of seniority.

35:04 Portability of Service Credits

The Employer will request and endeavour to transfer to another Employer within the Province, the pension, sick leave and other service credits standing to the credit of the employee.

A new employee who previously worked for another Employer within the Province, and was a member of the Canadian Union of Public Employees shall be credited with the pension, sick leave, vacation and other credits transferred by the Employer.

ARTICLE 36:00 - COPIES OF AGREEMENT

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and **their** rights and obligations under it. For this reason the Employer shall print sufficient copies of the agreement.

ARTICLE 37:00 - GENERAL

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.

ARTICLE 38:00 - TERM OF AGREEMENT

38:01 Duration

This agreement shall be binding and remain in effect from January 1, 2014 to December 31, 2018 and shall continue from year to year thereafter, unless either party gives the other party notice in writing at least ninety (90) days prior to the 31st of December in any year, that it desires its termination or amendment.

38:02 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.

38:03 Notice of Changes

Either party desiring to propose changes or amendments to this agreement shall between the period of thirty (30) to ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within fourteen (14) calendar 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.

38:04 Agreement to Continue in Force

Where such notice request revision only the following conditions shall apply:

- a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto unless the parties otherwise mutually agree;
- b) Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining and if negotiations extend beyond the anniversary date of the agreement and any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

38:05 Retroactive Pay

Employees who have severed their employment between the termination date of this agreement and the effective date of the new agreement shall receive the full retroactivity of any wage or salary increase.

SCHEDULE "A-1" – CLASSIFICATION PAY – WATER DEPARTMENT

CLASSIFICATION	Effective January 1 st 2014	Effective January 1 st 2015	Effective January 1 st 2016	Effective January 1 st 2017	Effective January 1 st 2018
	1.75%	1.75%	1.75%	1.75%	2.0%
Utility Operator	25.76	26.21	26.67	27.14	27.68
Assistant Utility Operator	25.76	26.21	26.67	27.14	27.68
Pipefitter	24.57	25.00	25.44	25.89	26.41
Regular Labourer	23.31	23.72	24.14	24.56	25.05
Class A Driver	24.07	24.49	24.92	25.36	25.87

RETROACTIVITY:

Retroactivity is on regular straight time wages only back to expiry of prior Collective Agreement. The Collective Agreement is otherwise not retroactive on any other terms or conditions.

NEW EMPLOYEE RATE:

(applicable to newly hired Labourers and Class B drivers only)

date of hire-12 mos. 75% Reg. Rate

13-24 mos. 80% Reg. Rate

25-36 mos. 85% Reg. Rate

after 36 mos. 100%

For a new employee who is absent for greater than thirty (30) days during any of the incremental periods; the incremental period and corresponding wage increases will be delayed by the equivalent period of absence, once the employee returns to work.

Working Lead Hand rate is calculated by adding an additional \$0.69 per hour to the employee's rate once all promotions, temporary and full time, are factored in.

January 1, 2014 the employees will be granted a 1.75% increase after any Cola has been folded in from the year 2013 with Cola triggering at 8% as per Article 25.09.

January 1, 2015 the employees will be granted an increase of 1.75% increase after any Cola has been folded in from the year 2014 with Cola triggering at 8% as per Article 25.09.

January 1, 2016 the employees will be granted an increase of 1.75% increase after any Cola has been folded in from the year 2015 with Cola triggering at 8% as per Article 25.09.

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January 1, **2017** the employees will be granted an increase of 1.75% increase after any Cola has been folded in from the year **2016** with Cola triggering at 8% as per Article 25.09.

January 1, **2018** the employees will be granted an increase of 2.00% increase after any Cola has been folded in from the year **2017** with Cola triggering at 8% as per Article 25.09.

The Pipefitter will be granted a \$75/year tool allowance. This allowance applies only to the one (1) classified pipefitter at the beginning of the year.

There will be one (1) Class A Driver position in the Utility Department. The backhoe operator will be classified as the Class "A" driver.

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SCHEDULE "A-2" – CLASSIFICATION PAY – STREETS DEPARTMENT

CLASSIFICATION	Effective January 1 st 2014	Effective January 1 st 2015	Effective January 1 st 2016	Effective January 1 st 2017	Effective January 1 st 2018
	1.75%	1.75%	1.75%	1.75%	2.00%
Working Foreman	25.30	25.74	26.19	26.65	27.18
Utility Man/ Carpenter/Driver	25.08	25.52	25.97	26.42	26.95
Regular Labourer	23.31	23.72	24.14	24.56	25.05
Snow Blower Operator	24.07	24.49	24.92	25.36	25.87
Class "A" Driver	24.07	24.49	24.92	25.36	25.87
Class "B" Driver	23.82	24.24	24.66	25.09	25.59
Licensed Mechanic/Driver	25.46	25.91	26.36	26.82	27.36
Assistant Mechanic/Driver	25.08	25.52	25.97	26.42	26.95

RETROACTIVITY:

Retroactivity is on regular straight time wages only back to expiry of prior Collective Agreement. The Collective Agreement is otherwise not retroactive on any other terms or conditions.

NEW EMPLOYEE RATE:

(applicable to newly hired Labourers and Class B drivers only)

date of hire-12 mos. 75% Reg. Rate
 13-24 mos. 80% Reg. Rate
 25-36 mos. 85% Reg. Rate
 after 36 mos. 100%

For a new employee who is absent for greater than thirty (30) days during any of the incremental periods; the incremental period and corresponding wage increases will be delayed by the equivalent period of absence, once the employee returns to work.

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Working Lead Hand rate is calculated by adding an additional \$0.69 per hour to the employee's rate once all promotions, temporary and full time, are factored in.

Classifications and minor adjustments if necessary shall be submitted every three months.

The Town will carry two (2) Class "A" Truck Drivers. If a Class A driver is absent for more than one (1) day, employee classified as a B Class Driver will be moved up, and the B Class position will be filled by a labourer.

January 1, **2014** the employees will be granted a **1.75%** increase after any Cola has been folded in from the year **2013** with Cola triggering at 8% as per Article 25.09.

January 1, **2015** the employees will be granted an increase of **1.75%** increase after any Cola has been folded in from the year **2014** with Cola triggering at 8% as per Article 25.09.

January 1, **2016** the employees will be granted an increase of **1.75%** increase after any Cola has been folded in from the year **2015** with Cola triggering at 8% as per Article 25.09.

January 1, **2017** the employees will be granted an increase of **1.75%** increase after any Cola has been folded in from the year **2016** with Cola triggering at 8% as per Article 25.09.

January 1, **2018** the employees will be granted an increase of **2.0%** increase after any Cola has been folded in from the year **2017** with Cola triggering at 8% as per Article 25.09.

The Mechanics will each be granted a ~~\$250~~ **\$300**/year tool allowance. This allowance applies only to the two (2) classified mechanics at the beginning of the year.

The Carpenter will be granted a \$150/year tool allowance. This allowance applies only to the one (1) classified carpenter at the beginning of the year.

**SCHEDULE "A-3" – CLASSIFICATION PAY – RECREATION
DEPARTMENT**

CLASSIFICATION	Effective January 1 st 2014	Effective January 1 st 2015	Effective January 1 st 2016	Effective January 1 st 2017	Effective January 1 st 2018
	1.75%	1.75%	1.75%	1.75%	2.00%
Maintenance Man/Parks & Recreation	23.61	24.02	24.44	24.87	25.37
RETROACTIVITY: Retroactivity is on regular straight time wages only back to expiry of prior Collective Agreement. The Collective Agreement is otherwise not retroactive on any other terms or conditions.					

Working Lead Hand rate is calculated by adding an additional \$0.69 per hour to the employee's rate once all promotions, temporary and full time, are factored in.

January 1, **2014** the employees will be granted a **1.75%** increase after any Cola has been folded in from the year **2013** with Cola triggering at 8% as per Article 25.09.

January 1, **2015** the employees will be granted an increase of 1.75% increase after any Cola has been folded in from the year **2014** with Cola triggering at 8% as per Article 25.09.

January 1, **2016** the employees will be granted an increase of 1.75% increase after any Cola has been folded in from the year **2015** with Cola triggering at 8% as per Article 25.09.

January 1, **2017** the employees will be granted an increase of 1.75% increase after any Cola has been folded in from the year **2016** with Cola triggering at 8% as per Article 25.09.

January 1, **2018** the employees will be granted an increase of 2.0% increase after any Cola has been folded in from the year **2017** with Cola triggering at 8% as per Article 25.09.

SCHEDULE "A-4" – CLASSIFICATION PAY – INSIDE WORKERS

CLASSIFICATION	Effective January 1 st 2014	Effective January 1 st 2015	Effective January 1 st 2016	Effective January 1 st 2017	Effective January 1 st 2018
	1.75%	1.75%	1.75%	1.75%	2.00%
Secretary	16.00	16.28	16.56	16.85	17.19
By-law officer	15.00	15.26	15.53	15.80	16.12
RETROACTIVITY: Retroactivity is on regular straight time wages only back to expiry of prior Collective Agreement. The Collective Agreement is otherwise not retroactive on any other terms or conditions.					

January 1, **2014** the employees will be granted a **1.75%** increase after any Cola has been folded in from the year **2013** with Cola triggering at 8% as per Article 25.09.

January 1, **2015** the employees will be granted an increase of 1.75% increase after any Cola has been folded in from the year **2014** with Cola triggering at 8% as per Article 25.09.

January 1, **2016** the employees will be granted an increase of 1.75% increase after any Cola has been folded in from the year **2015** with Cola triggering at 8% as per Article 25.09.

January 1, **2017** the employees will be granted an increase of 1.75% increase after any Cola has been folded in from the year **2016** with Cola triggering at 8% as per Article 25.09.

January 1, **2018** the employees will be granted an increase of 2.0% increase after any Cola has been folded in from the year **2017** with Cola triggering at 8% as per Article 25.09.

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SCHEDULE "B" – CONDITIONS OF EMPLOYMENT

- a) All employees of the Town of Dalhousie shall be required to fill in all necessary hospitalization, weekly benefits, Health Plan and/or any other sickness or life insurance and pension forms required within three (3) working days after having been hired by the Town of Dalhousie.
- b) Clause a) shall apply to all regular employees.
- c) Employees shall be responsible for their own registration and Town shall not be held responsible for their failing to do so.
- d) All Insurance Carrier applications will be submitted to individual carriers within the required period of 30 days if employee so wishes, if not, a waiting period of six months is mandatory.
- e) All Health Plan Benefits shall be submitted for regular employees at the termination of three months regular employment.
- f) All other forms will be submitted as required and mutually agreed.
- g) The Town may agree to deduct from the regular employees the full premium for the time worked and allowed coverage for the amount of full premium paid while employee is on lay-off.
- h) This will apply to applicable coverage at the time and would terminate when the accumulated premiums have been used or when the employee is rehired.
- i) No refund of premiums shall be considered.
- j) All employees of this unit are required to have an annual medical check-up at a place and time designated by the Town and by a practicing medical doctor appointed by the Town. As per approved medical forms, approved medical forms shall be made available.
- k) An employee who refuses or fails to have **their** medical within thirty (30) days after receiving a written notice may be suspended without pay until such time as **they have** taken **their** medical.
- l) An employee who fails **their** medical has thirty (30) days to commence treatment to rectify the situation.

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LETTER OF AGREEMENT

On Parks and Recreation and other matters

Between:

The Town of Dalhousie

-and-

CUPE Local 188

1. The Memorandum of Agreement dated December 9, 2004 with respect to grievance #2004-02 is no longer in effect.

The Town agrees to offer to employees **in the Parks and Recreation Department** the opportunity to work, outside of schedule hours, on installation and/or removal of the arena floor and stage.

2. Both parties recognize the importance to the Town to encourage more athletic and social events. The parties agree that volunteers and students may assist employees on work for such events in Parks and Recreation. This work includes: picking up garbage; assisting with installing and removing barricades; cleaning at the rink; and minor sport field maintenance. No regular employees will be laid off as a result.
3. It is understood that the Town has the right to 'transfer' or assign employees from the Parks and Recreation Department to another Department, in order to attempt to give an employee sufficient work in a week and where the Employer deems it efficient to do so.

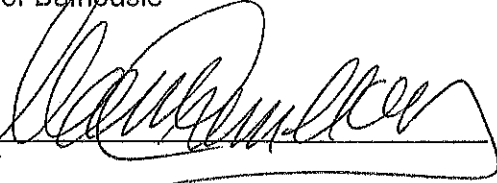
THIS AGREEMENT is effective the 1st day of _____, 2014.

On behalf of:

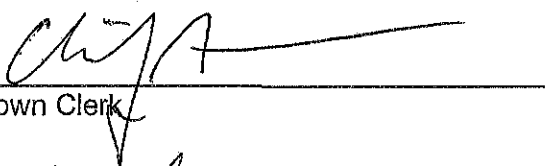
On behalf of:

This Agreement is made in duplicate dated at the Town of Dalhousie on this 16th day of November, 2014.

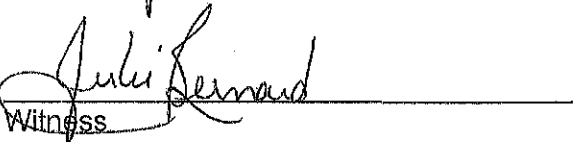
As to the signature of the
Town of Dalhousie



Mayor

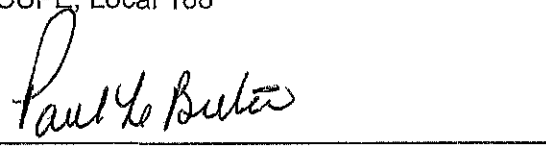


Town Clerk

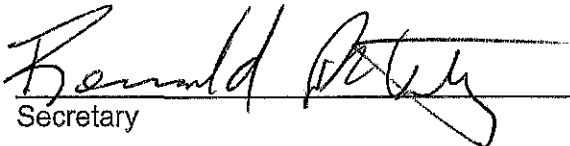


Witness

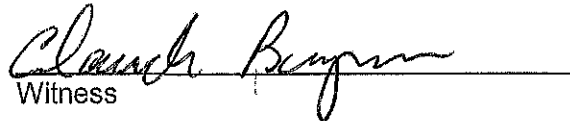
As to the signatures of the
CUPE, Local 188



President



Secretary



Witness

