

# **Collective Agreement**

**between**

**The Hardman Group Ltd.**

**and**

**CUPE Local 4798**



**September 25, 2009 to September 24, 2013**

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## **Article 1 – Intent and Purpose**

**1.01.1** The parties to this Collective Agreement are committed to working together to create a responsive, enthusiastic and respectful work environment – one dedicated to providing quality, cost-effective service; achieving high standards of personal and group performance; and resolving issues constructively and for the common good.

The parties hereto set forth the following terms and conditions relating to employment, remuneration, settlement of disputes and differences, hours of work, employee benefits, and other related matters affecting employees covered by this Agreement.

## **Article 2 – Recognition and Negotiations**

### **2.01 Sole and Exclusive Bargaining Agent**

The Employer, or anyone authorized to act on its behalf, recognizes Local 4798, Canadian Union of Public Employees (as per IR-031-06) as the sole collective bargaining agent for all maintenance service employees of the Hardman Group in the Saint John and surrounding areas, save and except those excluded by the Industrial Relations Act.

### **2.02 Employees Covered by this Collective Agreement**

Any new properties or classifications introduced or created during the term of the Collective Agreement as per 2.01, which includes work or service of the bargaining unit by contract of the Hardman Group or party thereto, shall be covered by Local 4798.

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### **2.03 Local Agreements**

No employee within the bargaining unit 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.

### **2.04 Work of the Bargaining Unit**

Persons, including volunteers, who are not "in the bargaining unit", shall not work on any regular jobs which are included in the bargaining unit. **The Employer shall be allowed for special events to use volunteers if no bargaining unit members are available.**

## **Article 3 – Management Rights**

**3.01** The Union recognizes that it is the function of the Employer to manage and direct its operations, and to direct the working forces of the employer, subject to the terms of this Agreement.

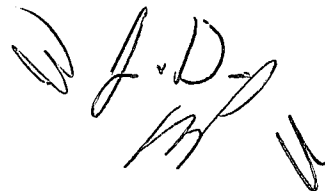
## **Article 4 – Discrimination**

**4.01** The Parties agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced for any reason.

## **Article 5 – Responsibilities of Parties**

### **5.01 Employees' Rights to Membership**

The Employer agrees not to interfere with the right of any employee designated within the bargaining unit to become a member of the Union.



**5.02 Check-off**

The Employer shall deduct an amount equal to the regular monthly membership dues of the local union from the pay of all employees in the bargaining unit.

**5.03 Dues Remittance**

Deductions shall be forwarded to the Treasurer of the Union or designate no later than ten (10) days of every second pay period of the following month, accompanied by a list of the names of employees covered by the Collective Agreement and the amount to be deducted. Computer print out will show above information; subject to any special difficulties with the computer payroll.

The Employer shall not be liable for any action under this Article.

**5.04 Dues Begin After (30) days**

After thirty (30) calendar days service (probationary period), all employees shall pay Union dues.

**Article 6 – Correspondence**

**6.01** All correspondence between the parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the Employer, or designate, and the Recording Secretary of the Union.

**6.02** Any and all information that is placed or intended to be placed, on any member's personal file, for any reason, shall also be forwarded to both the individual and the Secretary of the Union, prior to being placed in their personal file.

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## **Article 7 – Labour Management Committee**

**7.01** The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and hereby approve the establishment of Labour Management Committees.

The Committee shall consist of two (2) representatives from the Union and two (2) representatives from Management. The Committee shall meet at a mutually agreeable time upon the request of either party. Committee members shall receive a notice and an agenda at least one (1) week in advance of the meeting. The Committee shall enjoy the full support of both parties in furthering the interests of improved services and the general welfare of the employer and employees.

**7.02** Members of any Committee shall not suffer any loss of pay as a result of any Committee meetings.

**7.03** Minutes of each meeting of a Committee shall be prepared and jointly signed by a representative of each party as promptly as possible.

## **Article 8 – Seniority**

### **8.01 Seniority Defined**

Seniority is defined as the length of service from the date of hiring.

### **8.02 (a) Seniority List**

The Employer shall maintain one (1) seniority list for employees showing the date upon which all employees' service commenced. Where two (2) or more employees began work on the same day, preference shall be in accordance with alphabetical order. The

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Employer shall provide the Union an up-to-date seniority list every January.

(b) **Posting of Seniority List**

An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards or other suitable places in the month of February of each year.

**8.03 Absence from Work**

A permanent employee shall not lose seniority rights or seniority, if he is absent from work because of sickness, accident or an approved leave of absence.

**8.04 Loss of Seniority**

An employee shall only lose his seniority in the event:

- (a) he/she is discharged for just cause and is not reinstated;
- (b) he/she resigns and does not withdraw or retract his/her resignation within two (2) business days;
- (c) he/she is working for the Employer outside of the Bargaining Unit in excess of three (3) consecutive months. No employee shall be transferred or promoted outside the bargaining unit without the employees consent.

**8.05 Promotions Resulting from Postings**

Seniority shall be applied in making changes, transfers, holidays, or promotions to positions within the bargaining unit, appointment shall be made of the applicant with the greatest seniority, provided he/she has the ability and qualifications to perform the job.

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**8.06 Seniority for Vacation Scheduling**

Seniority shall be applied for preferential vacation selection when necessary.

**8.07 Probationary Period**

Permanent employees shall only be considered probationary during the first six (6) months of employment for work performance, honesty and dependability and shall not have any seniority rights during this period.

When an employee passes their probation, his/her seniority will include the probationary period as per Article 8.01.

**Article 9 – Promotions and Transfers**

**9.01 (a) Job Postings**

When a vacancy occurs or promotion to any position from within the bargaining unit, the creation of a new position within the bargaining unit is established, such position or change in operational requirements, shall be posted with complete information, within ten (10) working days, on the bulletin board in all lunch rooms in which employees work for a minimum period of five (5) working days and a copy of the notice shall be sent to the Local Union.

**(b) Information on Postings**

Such notice shall contain the following information:

- (1) duties of the position;
- (2) essential and desired qualifications;
- (3) work location, shift and hours of work;
- (4) wage or salary rate;
- (5) closing date of the competition.





## **9.02 Role of Seniority in Promotions**

- (a) In filling job vacancies, including promotions, reclassifications, transfers and new positions, the job shall be filled within forty (40) working days of the vacancy by the senior applicant, provided he is able to perform the job. It is understood, that where applicable, salary adjustments shall be finalized within one (1) month of the appointment.
  
- (b) Should there be no successful applicant from within the bargaining unit, the vacancy shall be filled within thirty (30) working days after the completion of the process in 9.02(a) by someone outside the bargaining unit who will then be recognized as being a member of the bargaining unit.

**9.03** The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

## **Article 10 – Layoff and Recall**

**10.01** A lay-off shall be defined as the elimination or a reduction in a permanent employee's regular hours of work. An employee can only be laid off due to a lack of work.

**10.02 (a)** In the event an employee is affected by a lay-off, he/she shall bump a Junior employee's position, provided they meet minimum qualifications, and the employee is able to perform the job as per Article 10.07. The bumping procedure shall be limited to a maximum of two (2) bumps. The second bump shall affect the most Junior employee within the local, if necessary before any layoff. The bumping employees shall not suffer any reduction in pay or hours.

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(b) It is agreed, that where the local union and the Hardman Group mutually work out a different procedure than (a) above, the local agreement shall apply without prejudice.

**10.03 Recall procedures**

Employees shall be recalled in the order of their seniority by classification as calculated under Article 8 (Seniority).

**10.04 No New Employees During Lay-off**

No new employees will be hired by the employer or designate, until all laid off employees have been given an opportunity for recall.

**10.05 Advance Notice of Lay-off**

The Employer will notify in writing, the employees who are to be laid off, not less than one (1) month before the lay-off is to be effective.

**10.06** The Employer agrees to continue to pay the Employer's share of Group Life Insurance and Health and Dental Insurance for employees who are laid-off for the remainder of the month of layoff, and the month following, conditional on the employee maintaining his share of the premiums, following the conditions of the master benefits entitlement policy.

**10.07** All bumping employees claiming a junior employee's classification shall be given three (3) months to prove he/she can perform the job. After such time, the said employee shall be confirmed in the position.

**Article 11 – Hours of Work**

**11.01** Work schedules shall be made up, no later than two (2) weeks in advance, and shall not be changed within two (2) weeks before a shift, without agreement of the affected employee whenever reasonably possible.

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- 11.02** All full-time employees shall be scheduled for forty (40) hours of work per week.
- 11.03** Employees shall be entitled to two (2) days off per week and whenever possible these (2) days will be consecutive, unless the employee chooses a modified work schedule previously approved by the parties.
- 11.04** There shall be no split shifts unless otherwise mutually agreed.
- 11.05** Part-time employees' regular workweek for all classifications will be at least twenty-eight (28) hours per week and shall be entitled to all benefits under the Collective Agreement.
- 11.06** Each full-time employee may take two (2), fifteen (15)-minute breaks and a one-half (½) hour paid lunch break each day. Part-time employees shall be entitled to one (1) fifteen (15)-minute break each day for every four (4) hours worked.
- 11.07** The Union shall notify the Regional Properties Manager in advance of all union meetings during working hours. All employees covered by the Collective Agreement shall be allowed to attend local union meetings without a loss of pay provided the employee works his total scheduled hours on that day, or at a mutually agreed time.
- 11.08** Part-time employees shall be offered the "extra work" and the overtime provisions shall be effective for all hours worked in excess of **forty (40) paid** hours a week.
- 11.09** Local Union Representative shall be paid for all meetings with the Employer.

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## **Article 12 – Overtime**

**12.01** All work performed by employees covered by this agreement in excess of their regular work week of **forty (40) paid** hours per week shall be paid at a rate of time and one-half (1 ½) of the employee's regular hourly rate.

**12.02** The Employer shall create a call-in list for overtime, based on seniority and classification. In cases of overtime, the employer shall call in people in order of seniority by classification (if article 11.08 does not apply), noting where they stopped on the list for that particular overtime call-in. On the next overtime occasion, they shall commence with the name below the last name called on the previous overtime call. This procedure shall be followed on each overtime call thereafter. No employee shall refuse his turn at overtime rotation, unless he furnishes a reasonable excuse to his department head.

### **12.03 Time-off in Lieu of Overtime**

Instead of cash payment for overtime, an employee may choose to receive time-off at the appropriate overtime rate at a time mutually selected. In each overtime situation, the employee shall decide whether he/she wants to be paid or take time off in lieu, or a combination thereof and will be allowed to bank up to a maximum of 24 hours.

When an employee is requesting to take 24 banked hours time off he/she shall give the employer at least 2 weeks notice. Employees taking less than 24 hours banked time shall provide reasonable notice to the employer.

**12.04 Effective on the date of signing, when an employee is required to work overtime in excess of five (5) hours, they will be provided food/beverage to be reimbursed upon request, with receipts and to a maximum of \$10.00.**

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**12.05 Effective on the date of signing, payment of wages for statutory holidays will be paid for the day or another day off, mutually agreed to between the employee and the property manager. If an employee works a statutory holiday, they will be paid one and one-half (1 ½) times their regular wage for hours worked, in addition to holiday pay.**

**12.06 Effective on the date of signing, employees called into work will be paid for a minimum of three (3) hours at the rate of one and one-half (1 ½) times their regular wage.**

### **Article 13 – Discipline and Grievance Resolution Process**

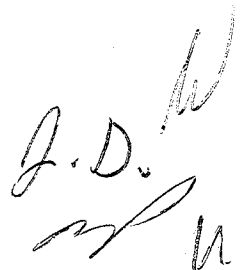
#### **13.01 Grievance Defined**

The grievance is defined as an alleged violation of the Collective Agreement or a case where either party has acted unjustly or improperly in the administration of the Collective Agreement.

#### **13.02 Discipline Defined**

Discipline shall mean any formal censuring or reprimand.

**13.03** An employee shall not be disciplined or dismissed without just cause and having a fair investigation and hearing. Both parties have the right to call witnesses or examine any statement taken with the view to rebuttal of same. Copies of all written statements taken shall be furnished to all parties. In processing a grievance, the following procedure shall be in effect:

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**Step 1**

All grievances shall be made in writing to the Union President or Shop Steward by the employee/s concerned. The grievance shall first be taken up with the Regional Properties Manager within five (5) working days after the employee becomes aware of the matter, which is the cause of the grievance. A period of seven (7) working days shall be deemed as the period required to reply to the grievance so discussed.

**Step 2**

If the decision of the Properties Manager is not acceptable to the union member, the grievance shall then be submitted within fifteen (15) working days, to the Executive Vice-President who shall reply in writing within seven (7) working days after the grievance is submitted.

**Step 3**

If the decision of the Executive Vice-President is not acceptable to the union, either party may by mutual request to the other party, require the matter to be referred to arbitration. If either party refuses or neglects to appoint an arbitrator, the Minister of Labour of the Province of New Brunswick, may be requested to appoint an arbitrator.

- 13.03** There shall be one (1) personnel file only, and it shall be retained in the Hardman Group Head Office. Employees wanting to view their personnel file shall be allowed, and photocopies furnished. Any record of an employee shall not be used against him at any time after twenty-four (24) months following disciplinary action.



## Article 14 – Vacation Period and Statutory Holidays

**14.01** Employees having completed the following continuous service shall be granted:

After 1 year	=	2 weeks paid vacation
3 years	=	3 weeks paid vacation
7 years	=	4 weeks paid vacation
20 years	=	5 weeks paid vacation

For purpose of clarification, the vacation year shall be from January 1st to December 31st, for both accumulation and scheduling purposes.

**14.02** Employees will complete their vacation requests form and submit it to the properties manager by the 30<sup>th</sup> of January with their tentative schedule. Where possible, vacation will be granted at a time chosen by the Employee, and shall be first granted on the basis of seniority on a bargaining unit wise basis. Vacation time cannot be carried forward to another year without prior authorization. Any vacation time not scheduled to be taken by December 31 shall be paid out in the first pay period in December.

**14.03 (a)** The Employer shall make all reasonable effort not to schedule members on the following paid holidays:

- . New Years Day
- . Good Friday
- . Queens Birthday
- . New Brunswick Day
- . Canada Day
- . Labour Day
- . Thanksgiving Day
- . Remembrance Day
- . Christmas Day
- . Boxing Day

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or any other day approved and proclaimed as a holiday by the Federal, Provincial and Municipal Governments. If a member has to work a paid holiday, they shall be paid at the overtime rate for all hours worked, excluding article 12.01, in addition to the holiday pay. The overtime rate shall either be banked for time off or paid by election of the member. The employer agree that statutory holiday pay shall be paid as an eight hour day when not worked.

**14.03 (b) All employees will be paid for Statutory Holidays as listed in Article 14.03 (a) once they have completed thirty (30) days of employment.**

**14.04** When a holiday (as listed in Article 14.03 (a)) falls on either a Saturday or Sunday, the employee shall be paid for the holiday or it shall be observed on the following Monday, or another day as agreed by the employee and the Employer.

## **Article 15 – Leave of Absence**

**15.01** In the event of the death of an employee's father, mother, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, or common law spouse, up to a maximum of three (3) consecutive days paid shall be granted. One day shall be the day of the funeral, and to the extent that any or all of these days are scheduled working days. Duration of the leave of absence granted an employee in the event of the death of other "in-laws" or "friend", shall be at the discretion of the Regional Property Manager.

### **15.02 Pallbearer Leave**

**One (1)** full day leave at the regular wage, shall be granted to an employee to attend a funeral as a pallbearer.





### **15.03 Jury Duty**

An employee who is summoned for jury duty or summoned to a proceeding shall be paid the difference, if any, between jury or witness fee, and his/her regular day's pay up to ten (10) days.

### **15.04 Meeting with Employer**

Where the Employer requires an employee to meet, the employee shall be paid his/her regular rate of pay.

### **15.05 Educational Leave**

- (a) The Employer shall pay for all hours required attendance at any educational course required by the Employer.
- (b) The Employer may grant educational leave without pay to an employee upon request of an employee, for any course not required by the Employer, at the Employers sole discretion.

### **15.06 Conventions and Seminars**

At the written request of the Union, at least four (4) weeks in advance, the Employer shall grant a leave of absence (provided there is consideration for vacations of others and the needs of the property) with pay up to five (5) working days to not more than two (2) employees, designated by the Union, for the purpose of attending labour conventions and seminars. The pay granted by the Employer for the leave of absence shall be reimbursed to the Employer by the Union.

### **15.07 Grievance and Adjudication Pay Provisions**

The grievor and one (1) local union representative shall not suffer any loss of pay or benefits for the time involved in grievance and adjudication procedures.

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### **15.08 Medical Care Leave**

Leave of absence with pay may be granted for medical or dental appointments that cannot be arranged outside normal working hours, provided reasonable notice is given to the Employer.

### **15.09 Emergency Leave**

Emergency leave with pay may be granted to an employee for a period not exceeding five (5) working days:

- (a) where there is serious illness in the employee's immediate family;
- (b) where circumstances not directly attributable to the employee, prevent him/her from reporting for duty;
- (c) under such other circumstances as the Employer may approve.

**15.10** The Employer may grant a leave of absence without pay for a reasonable excuse for a period not exceeding one (1) year.

## **Article 16 – Payment of wages and allowances**

### **16.01 Wages**

The wage rates for each classification in the bargaining unit shall be the wage rates for that classification set out in Schedule "A" annexed to this Agreement and shall be effective during the term of this agreement.

- 16.02** (a) All employees will be paid on every second Friday. Should any holiday fall on a payday, the employees shall be paid on the preceding day.
- (b) Any overtime worked by an employee, shall be paid no later than the second pay period in which the overtime was earned, unless the employee requests the overtime to be banked.
- (c) If an employee elects to bank overtime, he/she shall receive the overtime rate in bank time.



- (d) The employee shall receive the banked overtime and shall request such bank time to be taken off at least 48 hours in advance.

### **16.03 Acting Pay**

Where an employee is temporarily assigned for three days to substitute in or to perform the principle duties of a higher paying position, shall receive the rate for the position and the rate shall be paid during the regular pay period. Except for replacements of vacations, conventions, funerals, education or maternity leave. When an employee is temporarily assigned to a position paying a lower rate, his rate shall not be reduced.

### **16.04 Mileage Allowance**

Employees requested by the Employer, to use their own motor vehicles for traveling in the performance of their regular duties, shall be paid .40 cents per kilometer at signing date of this Collective Agreement. The amount shall be adjusted annually based on CPI. A log sheet showing destinations & distances traveled shall be completed every two (2) weeks and submitted to the Property Manager.

### **16.05 Medical Information**

Any medical requested in relation to wages, allowances, or work shall be paid by the employer or designate, save and except WHSCC related claims.

### **16.06 On-Call Provision**

No member shall be required to be on call at any specific time.

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**16.07 Call-in**

- (a) When the employer receives a call for work before or after regular scheduled hours, they shall call members from a rotational call-in list for work.
- (b) The next call-in shall start from the next member on the list.
- (c) All members who are called in shall receive a minimum of three (3) hours pay and overtime for all hours worked.
- (d) Gas mileage shall be paid from a members home from when he leaves until he returns home after the call-in.

**16.08 Uniforms**

The employer agrees to provide all employees (at no cost to the employees), annually on March 1<sup>st</sup> or the anniversary hiring date of the employee, the following that have been selected and agreed to by the parties, location of pickup to be mutually agreed to between the Employer and the employee:

- 2 pants, 3 pants as of date of signing
- 2 shirts, 3 shirts as of date of signing
- 1 pair of safety footwear (which, as of the date of signing, the Employer will reimburse to an employee up to a maximum of one hundred and fifty dollars (\$150.00) with a receipt).

~~The employer shall provide all employees, bi-annually starting October 1, 2007, the following;~~

- ~~1 pair of coveralls~~
- ~~1 winter coat~~

~~General: Winter and summer work gloves, rain gear, and disposable coveralls will be available at the property for each employee.~~

Effective the date of signing, the employer shall provide the following to all employees as required, to be replaced on an on-going basis when worn out or damaged:

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*J. D.*  
*W.*

- 1 pair of coveralls
- 1 winter coat
- 1 pair of rubber boots
- Winter and summer work gloves
- Disposable coveralls

Employees not successful with the probationary period shall reimburse the employer for all uniform above purchases.

## Article 17 – Sick Leave

### 17.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

### 17.02 Amount of Sick Leave

- (a) All full time employees shall receive eight (8) sick pay day credits as of January 1 each year. All new employees shall receive sick credits on a pro-rated basis for the first year as of the date of hire.
- (b) Part-time employees, who regularly work every working day, shall accumulate sick pay credits in the same manner as full-time employees and their sick pay per day shall be the normal daily wages, which they receive.
- (c) Each employee shall be allowed to accumulate up to a maximum of thirty (30) days.

### 17.03 Deductions from Sick Leave

A deduction shall be made from accumulated sick pay credits of all normal working days (exclusive of holidays) absent for sick leave as defined in Article 17.02. Absence on account of illness for less than one-half (½) day may be

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deducted as one-half day; absence for more than a one-half (½) day but less than one (1) full day, may be deducted as one (1) full day.

**17.04 Amount of Sick Leave**

For time lost due to sickness the Employer may request a doctor's note, after three (3) days absence, at the time of absence.

**17.05 Extension of Sick Leave**

An employee who has used up his sick leave credits may be granted advanced sick leave with pay for a period up to fifteen (15) days subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

**17.06 Illness During Vacation**

Any employee, who, while on annual vacation, becomes ill, may use their sick leave credits rather than lose any portion of vacation. In such cases, where sick leave is claimed, proof of illness must be supplied.

**Article 18 – Medical, Dental, Group Life**

**18.01** All members of CUPE Local 4798 shall be eligible for Health and Dental, Life Insurance, AD&D, Long-Term Disability Benefits. The Employer and employee shall both contribute 50% of all premium payments.

**18.02** The Employer shall provide the Union with a copy of all employee benefits and health and welfare master plan texts and amendments. In addition, the Employer shall once a year, provide the Union with a copy of the Financial/Actuarial statement for all employee benefit plans.

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### 18.03 Amendments of Current Level of Benefits

The current level of benefits cannot be amended nor the carrier changed without agreement of the Union.

## Article 19 – Pension

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

### 19.01 “Plan” means **the Multi-Sector Pension Plan**

“Applicable Wages” means the basic straight time wages for all hours worked and in addition:

- i. The straight time component of hours worked on a holiday; and
- ii. Holiday pay, for the hours not worked; and
- iii. Vacation pay; and
- iv. **Sick pay paid directly by the Employer (but not short term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and**

All other payments, premiums, allowances and similar payments are excluded.

### 19.02 “Eligible Employee” means **all** employees in the bargaining unit.

**Commencing May 1, 2010**, each Eligible Employee shall contribute for each pay period an amount equal to **3%** of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to 3% of Applicable Wages to the Plan.

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**19.03** 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. **The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.**

**19.04** 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 by Article **19.04** of the agreement include:

i. 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

ii. 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

iii. To Be Provided Initially And As Status Changes

- Full Address
- Termination Date Where Applicable (MM/DD/YY)
- Marital Status

iv. To Be Provided Annually but no later than December 1

- Current complete address listing

**19.05 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 as Schedule A.**

**19.06 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.**

**The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.**

**It is understood and agreed by the Employer and the Union that, should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount**

*WU*  
*A.D.*  
*WU*

specified in the collective agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

## **Article 20 – Health and Safety**

- 20.01** All proper Health and Safety devices shall be provided as per the provisions of the New Brunswick Occupational Health and Safety Act.
- 20.02** The Employer shall provide mandatory Health and Safety training annually, as to be determined, by the Health and Safety Committee.
- 20.03** The Employer shall provide WHIMIS to all new employees. All new employees shall also be trained on how to safely operate all equipment and or toxins that he will be required to use.
- 20.04** No employee shall be required to work under unsafe or unhealthy conditions. Any such conditions shall be reported immediately.

## **Article 21 – General Conditions**

### **21.01 Union Representative**

The Union or Local shall have the right to have the assistance of representatives of the Canadian Union of Public Employees at any time.

- 21.02** The Employer will make every reasonable effort to have the Agreement printed in booklet form within 90 days after the signing of this Collective Agreement.

A handwritten signature in black ink, appearing to be 'M. W. J. D.' with a flourish underneath.

## **Article 22 – Technological Change**

### **22.01 Definition**

A change in the Employer's operation related to the introduction of equipment or materials, which will result in changes in employment status or working conditions of employees.

### **22.02 Introduction**

Where technological change is to be implemented, the employer will see ways and means of minimizing adverse effects on employees, which might result from such changes.

The employer agrees to introduce technological change in a manner, which, as much as possible, will minimize the disruptive effects on employees and services.

### **22.03 Notice**

The Employer will give the union at least six (6) weeks written notice of technological change except for cases of unforeseen developments prior to the date the change is to be implemented. During this period, the parties will meet to discuss the steps to be taken to assist employees who could be affected.

### **22.04 Training**

If as a result of change in technology, an employee requires training, the training will be provided at the employer's expense to the employee during the regular hours of work wherever possible without loss of pay to the employee where training is required outside the hours of work, remuneration shall be at the employee's straight time rate.

*W*  
*W*  
*J.D.*  
*W*

## Article 23 – Duration and Termination

### **23.01 Continuation**

A notice requesting negotiation of a new agreement shall not exceed 120 days prior to the expiration of the Collective Agreement. Where notice has been given, this Agreement shall remain in full force and effect until such time as an agreement has been reached in respect to renewal, amendment, or substitution hereof, until such time as the parties are authorized to declare a strike or lock-out, provided that this Agreement may be further extended from time to time by mutual agreement.

**23.02** This Agreement shall be in effect from **September 25, 2009 to September 24, 2013** 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 notice to the other party, not less than thirty (30) calendar days prior to the expiration date of this Agreement or any renewal thereof.

Handwritten signatures and initials in black ink, including a large signature that appears to be 'W.A.D.' and another signature below it.

**Article 24 – Wages/Classifications**

**Maintenance:**

Years of Service	Present	Signing Date	Sept.25/12 \$0.50 gen. inc.
Year One	\$10.00		
Year Two	\$11.00	\$12.00	
Year Three	\$12.00	\$13.00	\$13.50
Year Four	\$13.00	\$14.00	\$14.50
Year Five	\$14.00	\$15.00	\$15.50

**HVAC (no licence):**

Years of Service	Present	Signing Date	Sept.25/12 \$0.50 gen. inc.
Year One	\$14.00	\$15.00	
Year Two	\$15.00	\$16.00	\$16.50
Year Three	\$16.00	\$17.00	\$17.50
Year Four	\$17.00	\$18.00	\$18.50
Year Five	\$18.00	\$19.00	\$19.50

**Lead Hand:**

Years of Service	Present	Signing Date	Sept.25/12 \$0.50 gen. inc.
Year One	\$17.00		
Year Two	\$18.00	\$19.00	
Year Three	\$19.00	\$20.00	\$20.50
Year Four	\$20.00	\$21.00	\$21.50
Year Five	\$21.00	\$22.00	\$22.50

**HVAC Tech (Jim Dempster):**

Years of Service	Present	Signing Date	Sept.25/12 \$0.50 gen. inc.
	\$26.55	\$27.55	\$28.05

**Signing Bonus: \$375.00**

**Progression to the next step is based on one year's service in the position.**

**As current employees progress beyond the lowest "year" indicated above, that "year" will be eliminated and the starting wage for new hires will progress to the next "year", until there is one wage rate for each classification.**

*J.D.*  
*ML*

IN WITNESS WHEREOF, the parties have signed this 25 day of September, 2011.

FOR THE UNION:

James H. Dempster  
Michael L. L...  
Valerie J...

FOR THE EMPLOYER:

[Signature]  
[Signature]  
\_\_\_\_\_

dd:cope 491

W  
J.D.  
13/

Schedule "A" – PARTICIPATION AGREEMENT

The Agreement made this 1st day of *May, 2010*

**BETWEEN:**         The Hardman Group Ltd.  
                            The "Employer"

**AND:**                Multi-Sector Pension Plan  
                            By its Trustees  
                            (the "Trustees")

In consideration of the Employer becoming a participating employer in the Multi-Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the Collective Agreement between the Employer and Local 4798 of the Canadian Union of Public Employees (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1.                       The Employer shall make contributions to the Plan in accordance with the terms of the Collective Agreement dated the 24th day of September 2009 (the "Collective Agreement"), failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of the Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002 as amended ("Declaration of Trust") which established the Plan.
2.   The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3.   Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.

*[Handwritten signature]*  
*J. D. W.*  
*N.*





4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the Benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.
5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.
6. 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, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

i) 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

ii) To Be Provided With Each Remittance

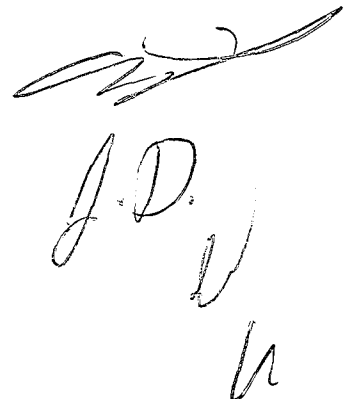
Name

Social Insurance Number

Monthly Remittance

Pensionable Earnings

Year to Date Contributions



Handwritten signature and initials, including "J.D." and "W".



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

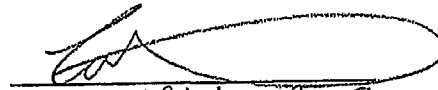
iii) To Be Provided Initially and As Status Changes

Full Address

Termination Date Where Applicable (MM/DD/YY)

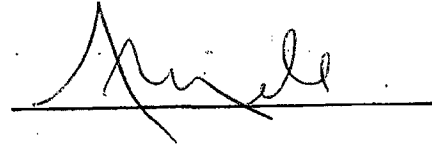
Marital Status

EMPLOYER: *The Hardman Group Limited*

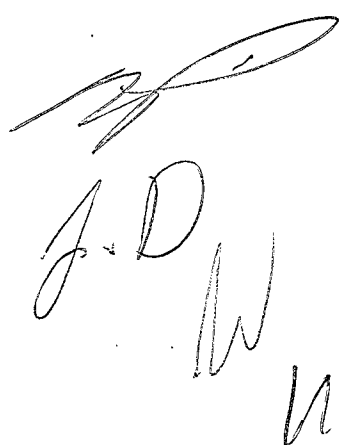


*Colin Whitcomb, Executive Vice - Presd.*

MULTI-SECTOR PENSION PLAN,  
by its Trustees



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*J.D.*  
*W*  
*u*

