

COLLECTIVE AGREEMENT

between

VILLAGE OF MINTO

and



CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 508.01

October 1, 2013 to September 30, 2017

CANADI-

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THIS AGREEMENT made this 19th day of December, 2013.

BETWEEN: THE VILLAGE OF MINTO, N. B., hereinafter called the "Employer", Party of the First Part;

AND: THE EMPLOYEES OF THE VILLAGE OF MINTO, LOCAL 508.01 CANADIAN UNION OF PUBLIC EMPLOYEES, hereinafter called the "Union", Party of the Second Part.

ARTICLE 1 – PREAMBLE

1.01 It is the intention and purpose of the parties to this Agreement to set forth certain terms and conditions of employment affecting the employees covered by this Agreement.

ARTICLE 2 – MANAGEMENT'S RIGHTS

2.01 All the functions, rights, powers, authority and other matters which the Employer has not specifically abridged, delegated or modified by the Agreement are recognized by the Union as being retained by the Employer.

ARTICLE 3 – NO DISCRIMINATION

3.01 The Employer and the Union agree that there will be no discrimination against any employee because of race, colour, national origin, religion, sex or union activity.

ARTICLE 4 – RECOGNITION AND NEGOTIATIONS

4.01 Bargaining Unit – The Employer recognizes the Canadian Union of Public Employees and its Local 508.01 as the sole and exclusive bargaining agent for all its employees covered by Certification Order I.R.B. 1-35-81.

ARTICLE 5 – RESIDENCY

5.01 All employees covered by this Agreement, as a condition of employment, must reside within the Village of Minto and shall remain a resident of the Village of Minto during the term of their employment. This provision does not apply to persons who were employees prior to September 30, 1992, with the exception of the Maintenance Superintendent who must reside within the Village.

ARTICLE 6 – DEFINITIONS

- 6.01 "Union" shall mean the Canadian Union of Public Employees, Local 508.01, which is the certified Bargaining Agent of the Unit.
- 6.02 "Employer" shall mean the Village of Minto and shall include its representatives.
- 6.03 "Party or Parties" means the Employer or the Union and when used plurally shall mean "Employer and the Union".
- 6.04 "Seasonal Employee" when used in this Agreement shall mean a person engaged in seasonal employment who has completed six (6) months of work for the Employer in any twelve (12) month period and who is willing to be employed a minimum of four (4) aggregate months every year thereafter. A layoff of one (1) year will automatically cancel all seniority and continuity as a seasonal employee.
- 6.05 "Probationary Employee" shall mean a newly hired employee of the Village of Minto who has not completed **six (6) months of actual working days from the date of hiring.**
- 6.06 "Replacement Worker" shall mean a worker who is replacing a regular full time employee.
- 6.07 "Part-time Worker" shall mean a worker that is employed on a continuous basis to work in excess of twenty (20) hours.
- 6.08 "Weekend Coverage Allowance" shall mean the allowance that is paid to employees who are required to check the sewage system equipment, including lift stations, a visual check of sewer serviced streets for any potential problems, checking of the wading pools parks equipment and buildings and who are required to be on call on regular and long weekends. Any maintenance or repair requiring immediate attention will be undertaken by the employee on call.
- 6.09 Casual employee is a person employed by the Village of Minto to perform work for a temporary period of time. A temporary period of time shall be any period of uninterrupted employment of not more than six (6) consecutive months per year. Casual employees are not represented by the Union and are not subject to the Collective Agreement. Further, the Village will not employ more that twelve (12) casuals during the summer months (May to September) and no more that six (6) casuals during the winter months (October to April).
- 6.10 Job Description for Community Wellness Position:
A Community Wellness position to be employed on a casual part-time and seasonal basis. The person would be called in as needed. The position would be excluded from the bargaining unit until or unless the position is utilized for more than six hundred (600) hours/calendar year.

The position would carry out specific Community Wellness initiatives as requested by Council; generally assist in coordinating the summer recreation; assist student supervisors; assist in Ice Fishing Tournament, etc.

ARTICLE 7 – UNION SECURITY

- 7.01 All future employees of the Employer shall, as a condition of employment, become members of the Union after ninety (90) consecutive working days of employment with the Employer.
- 7.02 New Employees – The Employer agrees to acquaint new employees, through the office of the Clerk Administrator, with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues and Check-off.

ARTICLE 8 – CHECK-OFF OF UNION DUES

- 8.01 Check-Off – The Employer shall deduct and forward to the Secretary-Treasurer of the Union monthly dues for all employees covered by this Agreement accompanied by a list of the names of all employees from whose wages the deductions have been made.
- 8.02 Deductions – The Employer agrees to make such deductions from each bi-weekly pay and to forward the same to the Secretary-Treasurer of the Union not later than the twenty-fifth (25th) day of the same month, together with a list of all employees from whose wages the deductions have been made.
- 8.03 Amount – The Local will notify the Employer in writing of the exact amount of dues to be deducted.
- 8.04 T-4's – 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 9 – CORRESPONDENCE

- 9.01 All correspondence arising out of this Agreement or incidental thereto shall pass to and from the Employer and the Secretary-Treasurer of the Union.
- 9.02 The address for service for the Employer shall be: c/o Clerk Administrator, 420 Pleasant Drive, Minto, NB E4B 2T3.
- 9.03 The address for service for the Union shall be: Secretary of CUPE Local 508.01.

ARTICLE 10 – LABOUR/MANAGEMENT COMMITTEE

- 10.01 Establishment of Committee – A labour/management committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The members of this committee shall appoint a chairperson to alternate annually between the Union and the Employer.
- 10.02 Meetings – A meeting may be requested by either party and shall be held within **five (5)** days of the request at a time and place mutually agreed upon. The request shall be made in writing by either party through the Clerk Administrator.

- 10.03 Functions – The Committee may consider matters of mutual concern pertaining to this Agreement.
- 10.04 Minutes taken at any Labour/Management meeting are to be signed by both parties to form the official record of the meeting.

ARTICLE 11 – UNION/EMPLOYER RESPONSIBILITIES

- 11.01 Union – The Union agrees that there shall be no strikes, work slowdowns or work stoppages during the term of this Agreement.
- 11.02 Employer – The Employer agrees that there shall be no lock out of employees during the term of this Agreement providing compliance on behalf of the Union with Article 11.01.

ARTICLE 12 – REPRESENTATIVE OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

- 12.01 The Union shall have the right to have the assistance of a representative of CUPE when dealing with the Employer. Such representative shall have access to the Employer's premises provided that the Employer has previously given the representative permission to the Employer's premises in order to investigate and assist in the settlement of a grievance.
- 12.02 Settlement through Discussion – The Parties agree that when an employee has a complaint or grievance, he will be encouraged to discuss the matter with his immediate supervisor as soon as possible after the circumstances giving rise to the complaint occur and before the first step of the Grievance Procedure is implemented.

ARTICLE 13 – GRIEVANCE PROCEDURE

- 13.01 When an employee alleges that the Employer has violated any provision of this Agreement and where the employee has the written consent of the Union respecting any grievance relating to the interpretation or application of this Agreement, the following procedure shall apply:

STEP ONE: Within fifteen (15) days after the alleged grievance has arisen, the employee may present his grievance in writing to the person designated as the first level in the grievance procedure, namely Clerk Administrator with copy to Committee Chairperson.

If the employee receives no reply or does not receive a satisfactory settlement within fifteen (15) days from the date he presented his grievance to the person designated as the first level in the grievance procedure, the employee may proceed to Step Two.

STEP TWO: Within fifteen (15) days from the expiration period referred to in Step One, the employee may present his grievance in writing at the second level of the grievance procedure, either by personal service or by registered mail to the person designated by the Employer as the final level of the grievance procedure, namely Minto Village Council.

The person designated as the final level shall reply in writing within fifteen (15) days from the date that the grievance was presented at the second level.

Should the employee not receive a reply or satisfactory settlement within fifteen (15) days from the date he presented his grievance at the final level, the Union may refer his grievance to arbitration within twenty (20) working days of the date which he should have received a reply from the person designated as the final level.

- 13.02 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. If advantage of the provisions of this article has not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened.
- 13.03 Any grievance arising directly between the Employer and the Union shall be initiated at the final step of the grievance procedure.
- 13.04 Time limits specified in this article may be extended by agreement between the parties in writing.
- 13.05 Technical Objections to Grievance – No grievance shall be defeated by any technical objection and an Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive 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.

ARTICLE 14 – ARBITRATION

- 14.01 When either party requests that a grievance be submitted to arbitration, the procedure followed shall be the procedure established by the *New Brunswick Industrial Relations Act*.
- 14.02 Each party shall pay the fees and expenses of the arbitrator they appoint and shall share equally in the fees and expenses of a Chairman.

ARTICLE 15 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 15.01 Discharge Procedure – An employee may be dismissed only for just cause, and only upon the authority of the Employer. The Employer may suspend an employee, but shall immediately report such action to Council. Such employee and the Union shall be notified in writing by the Employer of the reasons for such dismissal or suspension. A suspension without pay shall not exceed twenty (20) days.
- 15.02 Warnings – Whenever an Employer deems it necessary to reprimand an employee in a manner indicating that dismissal may follow any repetition of the act complained of or if such employee fails to bring his work up to a required standard by a given date, the Employer shall within five (5) working days thereafter give written particulars of such reprimand to the Secretary-Treasurer of the Union, with a copy to the employee involved.
- 15.03 Unjust Suspension or Discharge – Where it is determined that an employee has been disciplined by suspension without pay or been discharged in violation of Article 15.01, the employee shall be immediately reinstated to his former position without loss of seniority or any other benefit which would have accrued to him under the Collective Agreement if he

had not been suspended or discharged. One of the benefits which he shall not lose is his regular pay during the period of suspension or discharge, which shall be paid to him at the end of the next complete pay period following his reinstatement, or any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Arbitration Board if the matter is referred to such a Board.

- 15.04 Employee File – An employee covered by this Agreement shall have the right to review his personal file.
- 15.05 A record of disciplinary action shall be removed from the file of an employee after the expiry of a period of twenty-four (24) months providing no other instance of disciplinary action in respect to the employee has been recorded during that period.

ARTICLE 16 – SENIORITY

- 16.01 Seniority for the purpose of this agreement is defined as the length of service from the date of hire and shall be used in determining priorities in all matters which are measured by the length of service. All benefits except for those specified in the agreement will accrue during time at work. Notwithstanding the above, Richard DiCarlo shall remain the second most senior employee on the seniority list as long as he is an employee of the Village of Minto.
- 16.02 Loss of Seniority – An employee shall not lose his seniority rights if he is absent from work because of illness, accident or leave of absence approved by the Employer. An employee shall only lose his seniority in the event:
- (1) he is discharged for just cause and is not reinstated.
 - (2) he resigns or retires.
 - (3) he is absent from work in excess of three (3) working days without notifying the Employer, unless such notice was not reasonably possible.
 - (4) he has been laid-off and has not been recalled to work within one year (1) of the date of layoff.
- 16.03 Probationary Employees – Newly hired employees of the Village of Minto shall be considered probationary employees until they have completed **six (6) months of actual working days** from date of hiring.

ARTICLE 17 – HOURS OF WORK

- 17.01 (a) The normal workweek for the Regular Full-time employees of the Maintenance Department shall consist of five (5) consecutive days of eight (8) hours each and two (2) consecutive days off for a total of forty (40) hours per work week.
- (b) **Seasonal employees shall be guaranteed forty (40) hours a week.**
- (c) Hours of work for Office Staff covered this Agreement shall be thirty-five (35) hours per week.
- (d) All employees covered by this Agreement shall be entitled to a one half (½) hour

lunch break.

- (e) All employees may take two (2) fifteen (15) minute breaks each day at the time approved by the Employer.
- (f) Nothing in this Article shall constitute a guarantee of hours of work per week or otherwise.
- (g) All employees are required to expend as many hours as necessary in order to complete any assigned task. This clause shall not conflict with Overtime.

17.02 The work week shall be Sunday to Saturday.

ARTICLE 18 – OVERTIME

- 18.01 (a) All hours worked in excess of the normal hours as defined in Article 17 – Hours of Work shall constitute overtime. At the employee's option, overtime shall be paid at the rate of one and one-half (1½) times the regular rate of pay or time off shall be given which is equal to the overtime rate at a time mutually agreed to by both parties.
 - (b) If mutual agreement is not possible then the overtime rate shall be paid to the employee within thirty (30) days of the date for which the employee requested the overtime off. The maximum accrued time off in any one (1) calendar year shall not exceed ten (10) days. The maximum accrued time that shall be taken at any one time shall be five (5) days.
 - (c) Overtime shall be paid to the employee(s) in the first (1st) pay period of the month of December. Overtime cannot be carried over without written consent of the Employer.
 - (d) When operational requirements permit, overtime must be authorized in advance by the Employer.
 - (e) Accumulated overtime credits shall be made available upon request by the employee.
- 18.02 Weekend and Holiday Coverage Allowance – Employees who are required to check the sewage system equipment consisting of the lift stations and the sewage treatment plant and are required to be on call on the weekends shall make an inspection as necessary for the above mentioned duties and be compensated in addition to their regular salary as follows: one hundred and twenty dollars (\$120) for a regular weekend and one hundred and eighty dollars (\$180) for a long weekend. The inspection shall be done as required and also include visual inspection from the vehicle along the route for potential problems with wading pools, parks, equipment and buildings.
- 18.03 Call-Back – When work is to be done outside of the regular hours of work, Public Works employees shall be called first. If no employee is willing or available to do the work, the Employer may seek other means to have the required work completed. These call-backs shall not be in conflict with Article 18.02 – Weekend and Holiday. An employee who is

called in and required to work outside his regular working hours shall be paid for a minimum of two (2) hours at the overtime rate. Time worked in excess of two (2) hours as a result of a call-back shall be compensated in accordance with the overtime rate. However if an employee works continuously with his shift either before or after normal hours, he shall be paid at the rate of 1½ times his regular rate for hours worked and this shall not be considered a call-back.

This clause does not apply to regularly scheduled overtime if the employee has been advised before the end of his regular working hours.

ARTICLE 19 – LAYOFF AND RECALL PROCEDURE

- 19.01 Layoff and Recall Procedure – In the event of a layoff, employees having the required qualifications, ability and physical fitness, shall be laid off in the reverse order of their seniority and shall be recalled in order of their seniority. Upon notice of recall by registered mail, the recalled employee shall return to work within seven (7) calendar days of the notice of recall. The Employer may fill a vacancy temporarily with an employee of lesser seniority.
- 19.02 Notice of Layoff – Where possible, the Employer shall notify the employees on the seniority list who are to be laid off ten (10) working days before the layoff is to be effective.
- 19.03 If an employee who has been laid off has not been recalled to work within one (1) year of the date of layoff, he shall cease to be an employee of the Village.
- 19.04 Employees on lay-off shall have preference for any provincially or federally funded projects for which they qualify and where a labour force is part of the project. Any member of the bargaining unit working on such grant projects shall be paid the Government Project wage rate in Appendix "A".

ARTICLE 20 – VACANCIES, PROMOTIONS AND STAFF CHANGES

- 20.01 Job Postings – When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post notice on all bulletin boards for a minimum of two (2) weeks in order that members will know about the position and be able to make written application, unless this provision is waived by the Local.
- 20.02 Information on Postings – Such notice shall contain the following information:
Classification
Qualifications
Required Knowledge and Education
Wage or Salary Rate
The qualifications shall not be established in an arbitrary or discriminatory manner.
- 20.03 Probationary Promotion for Current Employees – The selected applicant shall be placed on a probationary period of three (3) months. In the event the applicant proves unsatisfactory, or finds he is unable to perform the job duties in the new classification at any time during the aforementioned probationary period, he shall be returned to his former position without loss of seniority and any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position without loss of

seniority. If the applicant is successful, he will be paid the rate of the classification from the first day in the new classification. The Employer retains the right to lessen the probationary period of any applicant if successful.

- 20.04 If no successful applications are received, the Village may fill the job vacancy or new position from outside the work force.
- 20.05 No Outside Advertising – In the case of existing positions or a new position being created within the bargaining unit, no advertising for additional employees shall be made until after such posting has been completed.
- 20.06 Promotions shall be determined by seniority and ability, with ability being the deciding factor.
- 20.07 Promotions Requiring Higher Qualifications – In case of promotion requiring higher qualifications, the Employer shall give consideration to the senior employee who does not possess the required qualifications but is preparing for qualification prior to filling a vacancy. Such employee will be given an opportunity to qualify within a reasonable length of time as determined by the Employer and to revert to his former position if the required qualifications are not met within such time.

ARTICLE 21 – VACATIONS

- 21.01 Length of Vacation – Employees shall receive an annual vacation with pay as follows:

Less than 1 year – In accordance with the Province of New Brunswick *Vacation Pay Act*
One (1) to two (2) years - two (2) weeks
After two (2) to eight (8) years - three (3) weeks
After eight (8) to sixteen (16) years - four (4) weeks
After 16 years - five (5) weeks

One (1) week's vacation shall be understood to be five (5) working days.
- 21.02 Vacation Pay on Termination – An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to payment of salary or wages in lieu of such vacation.
- 21.03 Preference in Vacation – Vacations shall be arranged between the employees and the Employer on or before the **1st day of March** of each year. Preference in choice of vacation dates shall be determined by seniority. No vacation shall be carried over from one year to the next, except by mutual agreement of the parties. An employee must make application in writing through the Clerk Administrator to request a carry over of vacation days from one year to the next. **The Employer shall post on the first day of April the approved vacation request.**
- 21.04 The calculation of annual vacation shall be made on a calendar year, January 1 - December 31.
- 21.05 Vacation Schedule – Vacation schedules shall be posted by **April 1st** of each year and shall only be changed if operational requirements dictate, as determined by the Employer.

21.06 In calculating vacation credits, overtime hours are not applicable.

ARTICLE 22 – HOLIDAYS

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

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

and any other day proclaimed as a holiday by the Federal or Provincial Government.

22.02 Holidays on Day Off – When any of the above noted holidays falls on an employee's day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

ARTICLE 23 – LEAVE OF ABSENCE

23.01 Union Business – Permission may be granted by the Employer to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance without loss of pay.

23.02 Union Conventions – Leave of absence without pay may be granted upon request to the Employer to one employee elected or appointed to represent the Union at union conventions to a maximum of three (3) days per annum.

23.03 Maternity leave – Maternity leave shall be granted without pay and without loss of seniority for pregnancy to an employee as follows:

- (a) No later than the twentieth (20th) week of her pregnancy, a pregnant employee will inform the Employer of the anticipated delivery date.
- (b) At the employee's request, maternity leave shall commence six (6) weeks before the anticipated delivery date.
- (c) Where an employee submits a medical certificate to the Employer stating that her health so requires, maternity leave shall commence earlier than six (6) weeks before the anticipated delivery date.
- (d) The Employer may direct an employee who is pregnant to proceed on maternity leave at any time where, in his opinion, the interest of the Village so requires.
- (e) Maternity leave may be for a term of up to seventeen (17) weeks. An employee who is entitled to maternity leave may use up to ten (10) days of accumulated sick leave credits to cover the two (2) week waiting period before which maternity leave benefits under the *Employment Insurance Act* become available. The remaining leave of up to fifteen (15) weeks shall be leave without pay.

- (f) An extension of maternity/parental leave shall be granted upon application by the employee to a maximum of thirty-five (35) weeks following delivery. The employee must request the extended maternity leave in writing at least two (2) weeks prior to the end of the seventeen (17) week maternity leave. An employee returning to work from maternity leave shall be reinstated in her previously held position with accumulated seniority.
- (g) Adoption/Parental Leave
 - (i) An employee shall be granted an adoption leave, without pay, for a period of up to thirty-seven (37) weeks, as per the *Employment Insurance Act*, at the time of placement of one or more children for the purpose of adoption. The employee will continue to accrue seniority during the leave.
 - (ii) It is recognized that there may be very little notice provided to the employee by the agency, however, it is expected that the employee will provide as much notice to the Employer as is possible as to the length of the leave and the date that the leave will begin.

23.04 Bereavement Leave – An employee shall be granted leave in the event of the death of the employee's mother, father, spouse (including common-law), son, daughter, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, sister-in-law and brother-in-law with pay at his regular rate for three (3) consecutive calendar days, provided that such employee attends the funeral and provided that pay shall not be given for any such three (3) days which falls on a holiday or which does not fall on a regular working day. An employee who is on any approved leave with pay and suffers a loss covered by bereavement leave shall be entitled to use his bereavement leave and have his other leave extended. Should the employee be on sick leave at the time of bereavement, the days that would have qualified for bereavement leave shall not be deducted from the employee's sick leave bank. The Employer will grant one (1) day bereavement leave in the event of the death of an aunt or an uncle. One (1) day bereavement leave will be granted with pay to an employee to attend a funeral as a pallbearer.

- 23.05 a) Sick Leave – All employees in the bargaining unit shall receive one and one quarter ($1\frac{1}{4}$) days a month, for a maximum accumulation of one hundred and twenty (120) days. Proof of illness may be required.
- (b) Sick Leave Bank (SLB) – Each employee, shall contribute one quarter ($\frac{1}{4}$) day from his monthly one and one quarter ($1\frac{1}{4}$) sick days which will be placed in a Sick Leave Bank (SLB). In addition, all sick leave accruing to employees above the one hundred and twenty (120) days shall be put in the SLB.

The Union shall receive a complete record of days on credit for each member individually and total days credited to the Bank at the end of each year.

Applications for an allotment from the SLB may be made by an employee who has suffered a major illness (requiring hospitalization) or who has suffered an injury which is not compensated under the *Workers' Compensation Act*.

Sick Bank allotment shall be subject to the approval of the majority of the full Union membership and of the Clerk Administrator, upon production of a medical certificate.

Applications for the allotments from the sick leave bank will not be considered until the following criteria have been met.

1. Employee's annual and accrued sick leave must be exhausted.
2. Employee's annual and accrued vacation allotment must be exhausted.
3. Time is available in the sick bank, even so, no employee is entitled to use more than one third (1/3) of the available sick leave bank days.

23.06 Personal Leave – The Employer agrees to provide all employees two (2) days leave with pay per **calendar** year in order to allow employees time off to attend to personal matters. It is understood that the employee will request such time off by prior written notice to the Employer.

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

24.01 Vacation Pay – Employees may, upon giving five (5) days notice, receive on the last office day preceding commencement of their annual vacation, any cheques which may fall during the period of their vacation.

24.02 Pay During Temporary Transfers – Employees temporarily assigned to positions of higher classification for a period exceeding fifteen (15) consecutive working days in a higher wage rate position shall be paid at the higher rate retroactive to the first day worked.

24.03 Pay Days – All employees are to be paid bi-weekly on Thursdays by direct deposit.

24.04 Changes in Classifications – The rate of pay for any classification covered by Appendix "A" which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. If the parties are not able to agree as to the rate of pay of the job in question, such dispute shall be submitted to negotiations and if not settled, then to binding arbitration. The new rate shall become retroactive to the time a position was first filled by an employee.

24.05 Retirement Allowance

The Employer shall pay the employee(s) a retirement allowance equal to the amount of sick-time left in an individual employee(s) accumulated sick leave upon the employee's retirement date. The rate of pay shall be the regular rate of pay of the employee as per Appendix "A" of the collection Agreement, to a maximum of 120 days.

24.06 Wage Increases

All staff – Mileage allowance for use of personal vehicle: \$100 (one hundred dollars) per year.

Employees shall receive the rate per kilometre provided by the Village of Minto for the use of their personal vehicles in the conduct of their duties for the Village **when travelling outside of the Village limits.**

October 1, 2013 Fifty (.50) cents per hour for all classifications.
October 1, 2014 Fifty (.50) cents per hour for all classifications.
October 1, 2015 Fifty (.50) cents per hour for all classifications.
October 1, 2016 Fifty (.50) cents per hour for all classifications.

ARTICLE 25 – PENSION

25.01 Pension – as per Municipal Pension Plan now in existence.

25.02 (a) Life Insurance – The Village of Minto will provide all full-time employees with a life insurance coverage of fifty thousand dollars (\$50,000) and will also cover seasonal employees on a pro rata basis, providing the employee qualifies for such coverage based on the insurer's criteria and the employee provides the information required by the insurer within four (4) months of the information being requested. An employee not wanting to participate in this coverage shall sign a waiver to be forwarded to the Employer with a copy to the secretary of CUPE Local 508.01.

(b) The Employer will cost share the health benefit plan. The Employer share, at signing, will be capped at the October 2008 employer rate of \$237.06, which represents 75% of the total premium amount.

Furthermore, the Employer will cover 100% of the premiums to a maximum of six (6) months per calendar year for seasonal employees that are laid off. This will become effective on the date of signing.

In addition, the Employer will cost share the Dental Plan.

The Employer share, at signing, will be capped at the October 2008 employer rate of \$48.03, and will cover 100% to laid off seasonal employees to a maximum of six (6) months per calendar year.

The costs to the Employer will be capped at 75% of the premiums as at October 2008 rates.

ARTICLE 26 – SAFETY AND HEALTH

26.01 (a) Co-operation on Safety – The Employer shall observe all reasonable precautions and provide all safety devices or appliances that are required to provide for safe working conditions and ample protection of all employees. All employees shall co-operate with the Employer in the prevention of accidents. Employees shall not be required to work but will receive their full pay when the temperature outside is over thirty degrees Celsius (30°C) or minus thirty degrees Celsius (-30°C). The employees shall be assigned other duties.

- (b) The Employer shall provide all full-time and seasonal employees a clothing allowance of **two hundred and twenty-five (\$225.00) per year with receipts.**

ARTICLE 27 – JOB SECURITY

27.01 No seasonal or full-time employee shall suffer a reduction of his regularly scheduled hours of work as a result of the sub-contracting of the work normally performed by the employees within the bargaining unit.

ARTICLE 28 – EXCLUSIONS

- 28.01 (a) Students and casual workers are not covered by this Collective Agreement Persons who are not already members of the bargaining unit who are hired for the specific purpose of working on projects totally or partially funded by Provincial and/or Federal grants, for a specific time period, are not covered by this Collective Agreement.
- (b) Seasonal, replacement and part-time workers are covered by this Collective Agreement with the exception of the Layoff and Recall Article (see Letter of Agreement).

ARTICLE 29 – TERM OF AGREEMENT

29.01 This Agreement shall come into force and be binding on both parties from **October 1, 2013 until September 30, 2017** and shall continue in force from year to year unless notice is given in writing sixty (60) calendar days prior to **September 30, 2017** by either party to the other of a desire to negotiate a new agreement or amend the existing working agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers.

SIGNED, SEALED AND DELIVERED in the presence of:

THE VILLAGE OF MINTO, N. B.

Alanna Yates
Witness

Eric Bant
Mayor

[Signature]
Clerk Administrator

[Signature]
Councillor

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 508.01

Alanna Yates
Witness

[Signature]
President

[Signature]
Secretary

[Signature]
CUPE Representative

December 19, 2013
Date

APPENDIX "A" – WAGE RATES

October 1, 2013 – \$0.50 per hour

CLASSIFICATION	HOURLY	WEEKLY	YEARLY
Maintenance Superintendent	23.30	932.00	48,464.00
Arena Manager	20.83	833.20	43,326.40
Arena Manager Assistant	19.66	786.40	40,892.80
Public Works Assistant	17.52	700.80	36,441.60
Ice Time Rink Attendant	17.30	692.00	35,984.00
Sewer and Waste Water Technician	23.50	940.00	48,880.00

October 1, 2014 – \$0.50 per hour

CLASSIFICATION	HOURLY	WEEKLY	YEARLY
Maintenance Superintendent	23.80	952.00	49,504.00
Arena Manager	21.33	853.20	44,366.40
Arena Manager Assistant	20.16	806.40	41,932.80
Public Works Assistant	18.02	720.80	37,481.60
Ice Time Rink Attendant	17.80	712.00	37,024.00
Sewer and Waste Water Technician	24.00	960.00	49,920.00

October 1, 2015 – \$ 0.50 per hour

CLASSIFICATION	HOURLY	WEEKLY	YEARLY
Maintenance Superintendent	24.30	972.00	50,544.00
Arena Manager	21.83	873.20	45,406.40
Arena Manager Assistant	20.66	826.40	42,972.80
Public Works Assistant	18.52	740.80	38,521.60
Ice Time Rink Attendant	18.30	732.00	38,064.00
Sewer and Waste Water Technician	24.50	980.00	50,960.00

October 1, 2016 – \$0.50 per hour

CLASSIFICATION	HOURLY	WEEKLY	YEARLY
Maintenance Superintendent	24.80	992.00	51,584.00
Arena Manager	22.33	893.20	46,446.40
Arena Manager Assistant	21.16	846.40	44,012.80
Public Works Assistant	19.02	760.80	39,561.60
Ice Time Rink Attendant	18.80	752.00	39,104.00
Sewer and Waste Water Technician	25.00	1,000.00	52,000.00

There shall be a wage increase of **three dollars (\$3.00/hour)**, effective on the date of signature of this agreement for the current Public Works Assistant employee only. This rate shall be voided when the present employee vacates his position on a permanent basis. At such time, the regular rate in Appendix "A" shall apply.

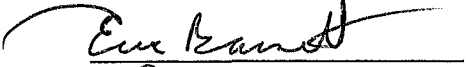
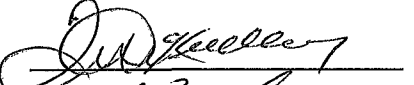
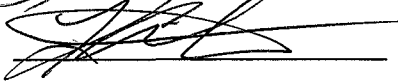
Government Projects – Ten dollars (\$10.00) per hour as of April 1, 2002.

Letter of Understanding
Between
CUPE Local 508.1
And
Village of Minto


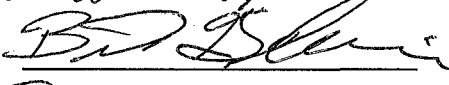
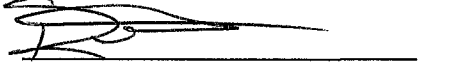
It is understood that the agreement between the Village of Minto and Gordon Hoyt to pay an additional two (2) dollars per hours will continue to be in effect until such time he ceases to be employed by the Village of Minto due to resigning or retiring from his employment.

Signed December 19th, 2013

Employer

Union

Employment Letters of Agreement
Between
CUPE Local 508.1
And
Village of Minto

The parties agree that all letters and memorandums of agreement between Brad Wilson / Gordon Hoyt / Derek Wasson will no longer be in effect upon the signing of this agreement.

Signed December 19th, 2013

Employer

Union

Eve Brand
D. Wasson
[Signature]


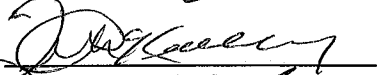
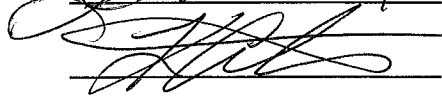
Gordon Hoyt
[Signature]
[Signature]

Letter of Intent
Between
CUPE Local 508.1
And
Village of Minto

The parties agree that the outstanding grievances (by-law enforcement) for Gordon Hoyt and Brad Wilson will be dealt with within one hundred (100) days of the signing of this agreement. An arbitrator will be picked and dates will be determined within this time frame. Should the union not proceed with these grievances within the allotted time frame the issue shall be deemed abounded and will not be heard again as per Article 13.02.

Signed December 19th, 2013

Employer

Union

