

COLLECTIVE AGREEMENT

between



THE TOWN OF RIVERVIEW

and

CUPE·SCFP

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2162**

Expires: June 30, 2021

TABLE OF CONTENTS (A)

(APPLIES TO OTHER THAN CASUAL EMPLOYEES)

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1 – RECOGNITION	2
DEFINITIONS.....	3
ARTICLE 2 – MANAGEMENT AND LABOUR RELATIONS.....	5
ARTICLE 3 – MANAGEMENT RIGHTS.....	5
ARTICLE 4 – CO-OPERATION AND RESPONSIBILITIES	5
ARTICLE 5 – UNION MEMBERSHIP – UNION DUES.....	6
ARTICLE 6 – GRIEVANCE PROCEDURE.....	7
ARTICLE 7 – DISCHARGE, SUSPENSION AND DISCIPLINE	10
ARTICLE 8 – SENIORITY	11
ARTICLE 9 – HOURS OF WORK	13
ARTICLE 10 – HOLIDAYS	16
ARTICLE 11 – ANNUAL VACATIONS.....	17
ARTICLE 12 – PROMOTIONS AND APPOINTMENTS	19
ARTICLE 13 – SICK LEAVE	20
ARTICLE 14 – TEMPORARY ASSIGNMENT	21
ARTICLE 15 – CALL OUT.....	22
ARTICLE 16 – CLOTHING.....	22
ARTICLE 17 – PAY DAYS.....	23
ARTICLE 18 – SNOW STORMS	23
ARTICLE 19 – BIOHAZARD WASTE/COMPRESSED GAS	23
ARTICLE 20 – TRAINING LEAVE	23
ARTICLE 21 – FUNERAL EXPENSES	24
ARTICLE 22 – UNION LEAVE.....	24
ARTICLE 23 – OVERTIME RATES	24
ARTICLE 24 – HOT MEAL ALLOWANCE	25
ARTICLE 25 – ATTENDING COURT, INQUEST & JURY DUTY.....	25
ARTICLE 26 – MATERNITY LEAVE	26
ARTICLE 27 – BEREAVEMENT LEAVE.....	26
ARTICLE 28 – TRANSPORTATION OF EMPLOYEES.....	27
ARTICLE 29 – OUTSIDE EMPLOYMENT.....	27
ARTICLE 30 – LEAVE OF ABSENCE	27
ARTICLE 31 – GENERAL CONDITION	27
ARTICLE 32 – FUTURE LEGISLATION	27
ARTICLE 33 – REGISTER ATTENDANCE.....	28
ARTICLE 34 – EMPLOYEE BENEFITS.....	28
ARTICLE 35 – PENSION PLAN	28
ARTICLE 36 – DISABILITY MANAGEMENT.....	29
ARTICLE 37 – MEDICAL EXAMINATION.....	30

ARTICLE 38 – AMALGAMATION/REGIONALIZATION/MERGER.....	30
ARTICLE 39 – DURATION AND TERMINATION	31
ARTICLE 40 – WORK OF THE BARGAINING UNIT	31
ARTICLE 41 - CONTRACTING OUT WORK.....	31
ARTICLE 42 – REPRESENTATIVE OF NATIONAL UNION.....	31
ARTICLE 43 – APPENDICES	32
ARTICLE 44 – BENEFIT AND BINDING.....	32
ARTICLE 45 – RESPECTFUL WORKPLACE	32
ARTICLE 46 – OCCUPATIONAL HEALTH & SAFETY	32
ARTICLE 47 – COPIES OF AGREEMENT/OFFICE SPACE	32
LETTER OF INTENT (DOMESTIC VIOLENCE).....	34
APPENDIX "A" – CLASSIFICATION AND HOURLY RATE SCHEDULE	35

TABLE OF CONTENTS (B)

(APPLIES TO CASUAL EMPLOYEES)

(1.06 A & B ONLY)

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1 – RECOGNITION	2
DEFINITIONS.....	3
ARTICLE 2 – MANAGEMENT AND LABOUR RELATIONS.....	5
ARTICLE 3 – MANAGEMENT RIGHTS.....	5
ARTICLE 4 – CO-OPERATION AND RESPONSIBILITIES	5
ARTICLE 5 – UNION MEMBERSHIP – UNION DUES	6
ARTICLE 6 – GRIEVANCE PROCEDURE (EXCEPT 6.11)	7
ARTICLE 9 – HOURS OF WORK	13
ARTICLE 10 – HOLIDAYS	16
ARTICLE 11 – ANNUAL VACATIONS (Article 11.08 only).....	17
ARTICLE 13 – SICK LEAVE	20
ARTICLE 15 – CALL OUT.....	22
ARTICLE 17 – PAY DAYS.....	23
ARTICLE 18 – SNOW STORMS	23
ARTICLE 19 – BIOHAZARD WASTE/COMPRESSED GAS	2
ARTICLE 23 – OVERTIME RATES	24
ARTICLE 24 – HOT MEAL ALLOWANCE	25
ARTICLE 25 – ATTENDING COURT, INQUEST & JURY DUTY.....	25
ARTICLE 28 – TRANSPORTATION OF EMPLOYEES.....	27
ARTICLE 29 – OUTSIDE EMPLOYMENT.....	27
ARTICLE 32 – FUTURE LEGISLATION	27
ARTICLE 33 – REGISTER ATTENDANCE.....	28
ARTICLE 37 – MEDICAL EXAMINATION	30
ARTICLE 39 – DURATION AND TERMINATION	31
ARTICLE 40 – WORK OF THE BARGAINING UNIT	31
ARTICLE 41 – CONTRACTING OUT WORK	31
ARTICLE 42 – REPRESENTATIVE OF NATIONAL UNION.....	31
ARTICLE 43 – APPENDICES	32
ARTICLE 44 – BENEFIT AND BINDING.....	32
ARTICLE 45 – RESPECTFUL WORKPLACE	32
ARTICLE 46 – OCCUPATIONAL HEALTH & SAFETY	32
ARTICLE 47 – COPIES OF AGREEMENT/OFFICE SPACE	32
APPENDIX “A” – CLASSIFICATION AND HOURLY RATE SCHEDULE	35

AGREEMENT

THIS AGREEMENT made and entered this 15 day of JUNE, 2018.

BETWEEN:

TOWN OF RIVERVIEW, NEW BRUNSWICK
hereinafter referred to as "the Town"

of the First Part

AND: LOCAL UNION NO. 2162, Canadian Union of Public
Employees, hereinafter referred to as "the Union"

of the Second Part

WITNESSETH:

PREAMBLE:

Whereas it is the desire of both parties of this Agreement to maintain harmonious relations and settle conditions of employment between the Town and the Union, to promote co-operation and understanding between the Town and the Union, to promote co-operation and understanding between the Town and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, to encourage efficiency in operations and to promote the morale, well being, and security of all the employees in the bargaining unit of the Union, now, therefore, this Agreement witnesseth, that the Parties hereinafter contained agree with the other, as follows:

ARTICLE 1 – RECOGNITION

Recognition:

- 1.01 The Town, or anyone authorized to act on its behalf, shall recognize Local Union No. 2162 chartered by the Canadian Union of Public Employees, as the sole bargaining agent for all employees in the classifications outlined in Appendix "A" of this Agreement and employed in the following Departments:

Town Hall Administrative Departments
Engineering & Works
Parks, Recreation and Community Relations

BUT shall exclude:

Students employed between May 1st and Labour Day Weekend.

Recreation and Parks Program Instructors, unscheduled individuals called in on a day to day basis, all management employees above the rank of **Working Foreman**, or otherwise excluded in accordance with the *New Brunswick Industrial Relations Act*.

Definitions:

For Purposes of this Agreement:

- 1.02 EMPLOYER means the "Town of Riverview".
- 1.03 UNION means the Canadian Union of Public Employees, Local 2162.
- 1.04 EMPLOYEE means any person in the bargaining unit.
- 1.05 PROBATIONARY EMPLOYEE means a member of the work force of the Employer attempting to qualify for permanent employment, and fill a vacancy in the work force of a municipal department, who has not completed a minimum of sixty (60) days of work or **four hundred and eighty (480) hours, whichever comes first**, with the Employer, but does not include an independent contractor, or Casual Employee. The **probationary** period may be extended by mutual agreement of the parties.

The termination of a probationary employee shall at no time require the establishment of just cause by the Employer.

- 1.06 CASUAL EMPLOYEE is one who is:
- a) Engaged to work on an interim basis for an anticipated duration of four (4) months, or less,
 - b) A person engaged to replace a regular employee in the bargaining unit who is absent from work, due to illness, accident, or leave of absence, for an anticipated duration of four (4) months or less, unless an extension is required and mutually agreed upon.
- 1.07 LEAD HAND is an employee who supervises the work of three (3) employees or three (3) students.
- 1.08 RETIREMENT means withdrawal or removal from active employment under such terms and conditions as may be expressed or implied under the Town's existing Pension Plan, or under a new pension plan, that the Town may thereafter acquire.

- 1.09 TOWN means Town of Riverview.
- 1.10 COUNCIL means the elected Council of the Town of Riverview.
- 1.11 ADMINISTRATOR means the chief administrative official of the Town or Riverview.
- 1.12 DIRECTOR means the administrative head of a Municipal Department.
- 1.13 STRAIGHT TIME RATE means the hourly rate of pay, for the appropriate group and/or classification of employee.
- 1.14 TIME AND ONE-HALF means one plus half (1 ½) times the approved straight time hourly rate.
- 1.15 PERMANENT EMPLOYEE means a person who has been appointed to a permanent position and has completed their probationary period of sixty (60) workdays or 480 hours and has been duly appointed by the Employer.
- 1.16 SUSPENSION means a temporary interruption of employment for disciplinary reasons other than a lay off, at the direction of the Employer.
- 1.17 CLASSIFICATION – classification and rates of pay of employees covered by this Agreement shall be as set out in Appendix “A” of this Agreement.
- 1.18 NUMBER AND GENDER – In this Agreement, the singular and plural shall be interchangeable, and the masculine shall include the feminine.
- 1.19 CONTINUOUS EMPLOYMENT
- a) Continuous employment is broken by discharge for cause, voluntary resignation, or any other voluntary separation.
 - b) Periods of disability because of sickness or accident or maternity leave and temporary lay-offs, resulting from curtailment of operations, or other causes beyond the control of the employees shall not break continuous seniority.
- 1.20 MANAGEMENT – shall also mean, along with Council of the Town of Riverview, authorized management and superintending personnel of the Employer.

ARTICLE 2 – MANAGEMENT AND LABOUR RELATIONS

- 2.01 A management and labour relations committee shall be established within thirty (30) days of this Agreement. The committee shall consist of four (4) members appointed by the Employer, and four (4) members appointed by the Union. The members shall appoint the Chairman of the committee.
- 2.02 **MEETINGS:**
A meeting may be requested by either party and shall be held within ten (10) days of the request, at a time and place mutually agreed upon. The request shall be made in writing by either party through the Town Administrator.
- 2.03 **FUNCTIONS:**
The committee may consider matters of mutual concern pertaining to this Agreement, but shall not have jurisdiction to change clauses in this Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes and agrees that it is the right of the Employer to operate and manage its business and direct its working forces in accordance with its business commitments and responsibilities to hire, discharge, classify, transfer, promote, demote, discipline, suspend, or lay off employees, and to establish and enforce reasonable rules and regulations governing the conduct of its employees. The Town agrees that these rights shall not be exercised in a discriminatory manner or in a manner which is inconsistent with the expressed provisions of this Agreement.

ARTICLE 4 – CO-OPERATION AND RESPONSIBILITIES

- 4.01 **UNION RESPONSIBILITIES**
The union agrees that there shall be no strike/s or stoppages of work by the Union during the term of this Agreement.
- 4.02 **EMPLOYER RESPONSIBILITIES**
The Employer agrees that there shall be no lock-out of employees during the term of this Agreement.
- 4.03 **CO-OPERATION**
The Union agrees to co-operate with the Employer in securing punctual and regular attendance at work and complete observance of the terms and conditions in this Agreement.

4.04 NO DISCRIMINATION

The Parties agree that there shall be no discrimination, restriction or coercion exercised or practiced on any employee by any reason of race, sex, colour, religion, national origin, ancestry, place of origin, age, physical disability, mental disability, marital status, family status, sexual orientation, social condition, political belief or activity, nor by reason of membership in the Union.

4.05 EMPLOYEE ASSISTANCE PROGRAM

The Employer will maintain an Employee Assistance Program.

ARTICLE 5 – UNION MEMBERSHIP – UNION DUES

5.01 ALL EMPLOYEES TO BE MEMBERS

Within one (1) week of the signing of this Agreement, all employees of the Employer, to whom this Agreement applies, shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union, within thirty (30) days of employment.

5.02 All employees of the Town covered by this Agreement must, as a condition of employment, pay the regular Union dues, as determined by the Union.

5.03 The Employer agrees to acquaint all new employees with the fact that a Collective Agreement is in effect and shall inform the new employee of whom the current Local 2162 executive members are. This will be a joint meeting and shall be scheduled by the Employer during normal working hours. The purpose of this meeting is to discuss conditions of employment including the responsibilities of both parties.

5.04 The Town agrees to deduct monthly, the required Union dues from the first pay in each month of each employee covered by this Agreement, and to remit the same to the Secretary-Treasurer.

5.05 At the same time that Income Tax (T-4) slips are made available, the Employer shall document the amount of Union Dues paid by each Union member in the previous year.

5.06 The Union agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this article.

cc p.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 NAME OF STEWARD

The Union shall notify the Employer in writing of the name of each Steward and the Department they represent (up to five (5)) and the name of the Chief Steward before the Employer shall be required to recognize them.

6.02 PERMISSION TO LEAVE WORK

The Employer agrees that Stewards or Executive Officer of the Local shall not be hindered, coerced, restrained or interfered with, in the performance of their duties while dealing with any matters that require their immediate attention, concerning the application of this Collective Agreement. The Union agrees and understands that each steward and the Executive Officer are employed to perform full-time work and that permission must be obtained from the Department Head or designate concerned, before leaving their work. Such permission will not be unreasonably denied and will be given within a reasonable time.

6.03 GRIEVANCE COMMITTEE

The Stewards so selected by the Union Committee shall constitute the Grievance Committee, so long as they remain employees.

6.04 DEFINITION OF GRIEVANCE

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

6.05 GRIEVANCE PROCESS

When an employee has a complaint, they shall discuss it with their Department Head within five (5) full working days after the circumstances giving rise to the complaint occur, or of the time it comes to the notice of the employee. The employee may be accompanied by a member of the Grievance Committee, if they so wish.

STEP 1

Failing settlement through discussion, such dispute shall be put in writing, signed by the employee concerned giving all the particulars concerned and the redress sought and presented to the Department Head concerned by a Steward, within five (5) full working days after the initial discussion with the Department Head as outlined above.

The Department Head shall render a decision in writing to the Grievance Committee in connection with the grievance within five (5) working days after the grievance has been presented to him.

STEP 2

If the decision of the Department Head is not acceptable to the aggrieved employee, the Grievance Committee may within five (5) working days, after receiving the decision of the Department Head, forward a copy of the grievance to the Town Administrator.

The Town Administrator shall, within five (5) working days after receiving a copy of the grievance, meet with the Grievance Committee of the Union to discuss the grievance and the Town Administrator shall within five (5) working days after meeting with the Grievance Committee of the Union, notify the Union of its decision regarding the grievance.

Failing satisfactory settlement, within ten (10) working days after presentation to the Town Administrator, the grievance may be presented to the Town Council, at their next regular meeting or special meeting.

STEP 3

The Town Council shall review the grievance and render its decision within fifteen (15) working days, following receipt of the grievance. Should the Union not be satisfied with the decision of the Town Council, the Union may, within ten (10) working days give written notice to the Town Administrator of its decision to refer the grievance to arbitration.

General Provisions

Where a dispute involving a question of general application or interpretation occurs, the Town or the Union may institute such a policy grievance at Step 2 within fifteen (15) calendar days of the date the alleged grievance has arisen.

Grievances and replies to grievances shall be in writing at all stages and signed by the parties involved.

Grievances settled satisfactorily within the time allowed shall date from the time that the grievance originated.

For the purpose of this Article only, working days mean "the calendar days Monday to Friday, inclusive in any one week", excluding statutory holidays.

If advantages of the provisions for grievance procedure is not taken within the time limits specified herein, the matter shall be deemed to have been abandoned, and cannot be reopened.

If an answer or decision is not made by management within the time limits specified at any step herein, the grievance shall proceed to the next step.

- 6.06 The Board of Arbitration shall consist of three (3) members who shall be selected as follows:

The Town Council shall appoint one (1) member and the Union shall appoint one (1) member to the Board, each to be appointed within ten (10) working days upon written request for arbitration, and the members so appointed shall select a third member who shall be Chairman. If either party shall refuse or neglect to appoint a member as aforesaid to the Board of Arbitration, the Minister of Labour for the Province of New Brunswick may be requested by the other party to name a member.

In the event that the two (2) members appointed are unable to agree upon the selection of a Chairman, the Minister of Labour for the Province of New Brunswick shall appoint the said Chairman.

The parties to this agreement may, by mutual agreement, agree to a one-member Board of Arbitration, which shall have the full power as outlined in Article 6.07.

- 6.07 (a) The expenses and remunerations of the Chairman shall be borne in equal amounts by the Union and the Town.
- (b) The expenses and remunerations of the other two (2) members of the Board shall be borne by the parties by whom they were selected or for whom they were appointed by the said Minister of Labour.

- 6.08 An Arbitration Board, when constituted under this Agreement, shall NOT have the power to amend any Article contained in this Agreement. The majority decision of the said Board shall be recognized by both parties as a binding order of compliance.

6.09 AMENDING TIME LIMITS

The time limits fixed in both the grievances and arbitration procedure may be extended by written consent of the parties to this Agreement.

6.10 PERMISSION TO VIEW WORKING CONDITIONS

Given sufficient notice, the Town agrees to permit conferring parties or arbitrators, access to the Employer's premises to view working conditions, during working hours, which may be relevant to the settlement of a grievance.

ARTICLE 7 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 7.01 (a) Omit Grievance Steps – An employee considered by the Union to be wrongfully or unjustly discharged or suspended, shall be entitled to omit Step 1 of the grievance procedure and the Union may institute a grievance at Step 2 of the grievance procedure within fifteen (15) working days of the date the alleged grievance has arisen.
- (b) Unjust Suspension or Discharge – Should it be found upon investigation that an employee has been unjustly suspended or discharged at any time, such employee shall be immediately reinstated in **their** former position, without loss of seniority rating and shall be compensated for all time lost in an amount equal to **their** normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangements as to compensation and disciplinary measures which is just and equitable in the opinion of the parties or of the Board of Arbitration, if the matter is referred to such a Board.
- (c) Refusal of promotion shall not be grounds for dismissal.
- (d) If an employee is provided with a disciplinary warning (verbal or written), a record of such warning shall be forwarded to the employee and the Local within five (5) working days.
- (e) At any meeting between the Town and an employee which may result in disciplinary action, the employee shall have the right to have **their** Steward present.
- (f) Any employee shall, after giving reasonable notice not longer than two (2) working days, be entitled to have access to their personal file.
- (g) A record of disciplinary action shall be removed from the file of an employee after the expiry of a period of twelve (12) months provided that no other instance of disciplinary action in respect to that employee, has been recorded during that period.
- (h) Whenever an employee does not possess a valid driver's licence that is necessary for performing **their** duties, the Employer shall make every reasonable effort to provide alternative employment, or provide the employee with the option of being placed on leave of absence without pay. The employee will have a lifetime eligibility of fourteen (14) months whereby **they** can be placed on alternate employment because of loss of driver's licence. Once the employee has reached **their** total eligibility of fourteen (14) months, the employee will be placed on leave of absence without pay until **their** driver's licence is reinstated or until the expiration of **their** seniority rights, whichever occurs first. Such employee shall not displace another bargaining unit employee.

Whenever the above-mentioned employee has **their** driver's licence reinstated, **they** shall return to the former classification and rate of pay.

ARTICLE 8 – SENIORITY

8.01 Seniority of employees who have completed the probationary period shall be retroactive to the first day worked in a permanent position, including the period prior to the Union certification, and shall apply on a bargaining unit wide basis.

8.02 LOSS OF SENIORITY

Seniority shall be forfeited for the following reasons:

- (a) Dismissal for cause;
- (b) Voluntarily leaves the service;
- (c) Fails to return to work after having been notified by the Department Head, by personal advice or registered mail, that employment is available, unless a satisfactory explanation is furnished within ten (10) working days;
- (d) Absence without leave for two (2) or more working days without reasonable grounds for such absence;
- (e) Is laid off for more than thirty-six (36) months;
- (f) Retires.

8.03 If an employee covered by this Agreement intends to terminate their employment with the Town, they shall submit their intentions in writing to the Department Head ten (10) working days prior to leaving.

8.04 SENIORITY LISTS

Shall be posted in the respective seniority groups in January of each year, at such places where employees whose names appear thereon are employed, and are to be available to all employees. Posting of seniority lists shall be the responsibility of the Department Head. Adjustments to be made monthly, if necessary. Protests in regard to seniority status shall be submitted in writing, within thirty (30) days from the date seniority lists are posted. When proof of error is presented by an employee or their representative, such error shall be corrected, and when so corrected, the agreed upon seniority date shall be final. No change shall be made in the existing seniority status of an employee unless concurred in by the Chief Steward.

8.05 In all cases of lay-off, recall or promotion, the senior employee shall be granted preference provided they possess the required ability, and required qualifications.

8.06 Any employee transferred or promoted to a position outside of the bargaining unit shall retain **their** seniority for a period of one (1) year. If **they** are returned to the unit within the period of one (1) year, **they** shall be entitled to be appointed to a job consistent with **their** seniority, ability and qualifications.

8.07 ADVANCE NOTICE OF LAY-OFF

Except in the case of probationary or casual employees, the Employer shall notify employees, who are to be laid off fourteen (14) calendar days prior to the effective date of lay-off.

If the employee has not had the opportunity to work ten (10) full days after the notice of lay-off, **they** shall be paid, in lieu of work for that part of ten (10) days, during which work was not available. This clause (8.07) does not apply to employees who normally work less than ten (10) full days within fourteen (14) calendar days.

8.08 CONTINUATION OF BENEFITS

The Employer agrees to pay full coverage to the Group Insurance Plans for employees laid off for a period of one (1) month. In the event of a longer lay-off, employees so affected will be given the right to continue this coverage through direct payment, up to a maximum of thirty-six (36) months. Payment will be made monthly, in advance.

8.09 No new employees shall be hired or retained to perform duties of bargaining unit while union members are on lay-off who are qualified to perform the work or can become qualified in a reasonable period of time.

8.10 Long Service Pay – In recognition of years of continuous service, an employee shall receive service pay in accordance with the rates listed below, in addition to **their** regular salary. Service pay shall be based on **their** service as of November first of each year, and shall be paid each year during the first pay of December.

Continuous Service

10 years and over
15 years and over
20 years and over
25 years and over

Long Service Pay

0.50% of annual salary
1.00% of annual salary
1.50% of annual salary
2.00% of annual salary

cec 

ARTICLE 9 – HOURS OF WORK

- 9.01 (a) **Engineering and Works Department** – The regular working day for employees of the Engineering and Works Department covered by this Agreement, shall be eight (8) hours per day, forty (40) hours a week, from 8:00 a.m. – 4:30 p.m. with one half (1/2) hour for lunch, without pay, between the hours of 12:00 noon and 1:00 p.m., from Monday to Friday.

There may also be in addition to above hours for period of November to April annually:

One (1) shift comprising of two (2) employees working hours of 4:00 p.m. to 12:00 midnight with half hour paid lunch break in middle of shift, Monday to Friday.

One (1) shift comprising of two (2) employees working hours of 12:00 midnight to 8:00 a.m. with half hour paid lunch break in middle of shift Monday through Friday.

In the event that no employees voluntarily agree to work the above shifts, the Department Head shall assign employees who are qualified to perform duties from the seniority list commencing with the most junior employee.

It is understood that employees who work the above shifts must have the required qualifications to perform the duties.

(b) **Parks, Recreation and Community Relations**

i) **Utility Worker** – The regular working day will be eight (8) hours per day, forty (40) hours a week Monday to Friday, from 8:00 a.m. – 4:30 p.m. with one half (1/2) hour for lunch, without pay.

ii) **Utility Worker – Assigned to Aquatics** – 6:00 a.m. to 4:00 p.m. Sunday to Wednesday or 6:00 a.m. to 4:00 p.m. from Wednesday to Saturday for a total of forty (40) hours a week.

iii) **Utility Worker III** – The regular working day for summer operations will be eight (8) hours per day, forty (40) hours a week Monday to Friday, from 8:00 a.m. – 4:30 p.m. with one half (1/2) hour for lunch, without pay.

During the period when only one arena is in operation or when there are reduced hours of operation, the Employer will post the available shift. In the event that there are no volunteers to work the shift, the Employer will select the most junior Utility Worker III employee to fill the shift.

During the period **both ice surfaces are in operation in winter**, the hours of work shall be forty (40) hours per week, ten (10) hours a day, four (4) days per week.

The shifts for Utility Worker IIIs assigned to the arena when both ice surfaces are operational shall be:

Winter Operations

- | | |
|--|-----------------------|
| 1. Monday | 3:00 p.m. – 1:00 a.m. |
| Tuesday | 3:00 p.m. – 1:00 a.m. |
| Wednesday | 3:00 p.m. – 1:00 a.m. |
| Thursday | 3:00 p.m. – 1:00 a.m. |
| 2. Saturday, Sunday | 6:00 a.m. – 4:00 p.m. |
| Monday, Tuesday | 3:00 p.m. – 1:00 a.m. |
| 3. Saturday, Sunday | 3:00 p.m. – 1:00 a.m. |
| Monday | 3:00 p.m. – 1:00 a.m. |
| Tuesday | 3:00 p.m. – 1:00 a.m. |
| 4. Wednesday, Thursday | 3:00 p.m. – 1:00 a.m. |
| Friday | 3:00 p.m. – 1:00 a.m. |
| Sunday | 3:00 p.m. – 1:00 a.m. |
| 5. Friday | 6:00 a.m. – 4:00 p.m. |
| Saturday | 6:00 a.m. – 4:00 p.m. |
| Sunday | 6:00 a.m. – 4:00 p.m. |
| Monday | 6:00 a.m. – 4:00 p.m. |
| 6. Wednesday, Thursday | 6:00 a.m. – 4:00 p.m. |
| Friday | 3:00 p.m. – 1:00 a.m. |
| Saturday | 3:00 p.m. – 1:00 a.m. |
| 7. Wednesday, Thursday | 3:00 p.m. – 1:00 a.m. |
| Saturday, Sunday | 3:00 p.m. – 1:00 a.m. |
| (sometimes Thursday, Friday, Saturday, Sunday, p.m.) | |
| 8. Tuesday, Wednesday | 6:00 a.m. – 4:00 p.m. |
| Thursday | 6:00 a.m. – 4:00 p.m. |
| Friday | 3:00 p.m. – 1:00 a.m. |

(1) Arena shifts shall be posted by April 1st of each year

(2) Employees shall be awarded posted shifts by seniority and required ability.

- (3) In the event that no employees voluntarily agree to work the above shifts, the Department Head shall assign employees who are qualified to perform duties from the seniority list commencing with the most junior employee.
- (4) It is understood that employees who work the above shifts must have the required qualifications to perform the duties.
- (5) When any employee in this department is expected to be **on a prescribed absence** from the workplace for a period of at least **four (4)** weeks or more, the shift shall be offered to qualified employees by seniority. The parties agree that the appointment of the senior employee to the vacant shift shall not result in any additional cost to the Employer and may temporarily result in the employee working a schedule that does not conform to the shifts outlined above. Notwithstanding the hours of work and overtime provisions in this Agreement, no overtime shall accrue resulting from the operation of this article.

iv) Working Foreman

Monday – Friday 8:00 a.m. – 4:30 p.m.

v) Carpenter Shop

Utility Man Services 8:00 a.m. – 4:30 p.m.

Utility III 8:00 a.m. – 4:30 p.m.

- vi) Community Recreation Workers – The hours of work shall be flexible and will be an average of 40 hours per week over a 12-week period. **Overtime accumulation shall be paid out to the employee or shall be used to balance the flex time required for the next quarter, with the approval of the Coordinator.** For excursions requiring the employee's overnight presence the employee will be credited for hours worked up to **twenty (20)** hours per day and in this case, a day will be considered to begin at 12:00 midnight and end at 11:59 p.m.

- (c) Town Hall Administration and Office Staff Parks and Recreation – The regular working day for employees of the Town Hall Administration and Office Staff Parks and Recreation shall be 8:30 a.m. to 4:30 p.m. – Monday to Friday with one (1) hour for lunch without pay.

9.02 Any overtime worked outside of hours stated in 9.01 shall not be used in determining the regular daily or weekly hours of work.

9.03 Request for employees on shift work to change regular days, or to substitute for another employee at the same rate, shall not be in contravention of any of the terms of this Agreement, when duly approved, by the Department Head concerned.

9.04 No employee shall be required to work beyond sixteen (16) hours in a twenty-four (24) hour day, without an eight (8) hour rest period.



- 9.05 The Employer may institute shift work on notice of forty-eight (48) hours to employees affected.
- 9.06 An Employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and second half of a shift.
- 9.07 A shift premium on ninety (90) cents per hour shall apply for all hours worked between 5:00 p.m. and 8:00 a.m. on shift work.
- 9.08 An Employee who is assigned to "stand by", by the Employer, shall be paid \$170.00 per week – (seven (7) days) plus an additional \$16.00 per day for a statutory holiday.

ARTICLE 10 – HOLIDAYS

- 10.01 All employees covered by this Agreement, except employees on shift work required to be on duty on such days, shall be granted the following holidays with pay:

New Year's Day

Family Day

Good Friday

Easter Sunday

Victoria Day

Canada Day

New Brunswick Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

and one (1) floating holiday annually upon two (2) weeks' notice to the Department Head.

Where more than one employee from the same Department requests the floating holiday on the same day, seniority shall prevail.

The last half of regular shift on the last working day before the day Christmas Day is observed.

The last half of regular shift on the last working day before the day New Year's Day is observed.

And any other day proclaimed by the Federal or Provincial Government as a Holiday.

Should any of the above holidays fall on Saturday or Sunday, the following Monday shall be considered a holiday.

- 10.02 All employees covered by this Agreement who are subject to shift work shall receive pay for the above holidays, and shall be paid one and one-half (1 ½) times the regular hourly rate, when required to work on a holiday, in addition to holiday pay.
- 10.03 In order to be eligible to receive pay for any one of the holidays, an employee must have been in the employ of the Town for at least three (3) months and worked or reported for work on the employee's last scheduled regular working day, immediately preceding the holiday, and on the first scheduled regular working day immediately following the holiday.

ARTICLE 11 – ANNUAL VACATIONS

- 11.01 All employees having completed the following continuous years of service shall be granted working days vacation with pay according to the following:

<u>Years of continuous service</u>	<u>Working days vacation</u>
1 year but less than 2	ten (10)
2 years but less than 8	fifteen (15)
8 years but less than 15	twenty (20)
15 years but less than 22	twenty-five (25)
22 years or more	thirty (30)

Rest days shall not be included in the said vacation period

- 11.02 When a legal holiday occurs during an employee's annual vacation, such employee shall be entitled to an additional day's vacation period of such employee unless otherwise mutually agreed.
- 11.03 **VACATION SCHEDULING** – Employees must indicate their vacation preference by April 15th of each year. Failure to so indicate shall result in assignment of vacation schedule after the assignment of vacations to those employees who have met the deadline of April 15th. Each employee who has indicated preference by April 15th shall have their first two weeks allocated by order of seniority. The schedule shall be posted by May 1st. After all such employees have been assigned their first two weeks, then a second assignment of the balance of vacation entitlement shall be made for all employees according to seniority. Any junior employees who were unable to take a turn on the first assignment shall have preference in the second assignment. No employees shall take more than (2) weeks at any one time. The second posting shall be made no later than June 01. Employees with three (3) weeks or more of vacation entitlement must request one block of two (2) weeks vacation in either the first or second vacation assignment.

- 11.04 Vacation credits shall be posted on or before the 31st day of January of each year, showing the days vacation of employee earned in the past year. Vacation lists shall be the responsibility of the Department Director.
- 11.05 (a) An employee who is appointed on or before the fifteenth (15) day of the month shall be eligible to accumulate vacation credits for that month.
- (b) An employee who is appointed after the fifteenth (15) day of the month shall only be eligible to accumulate vacation credits beginning in the following month.
- (c) Employees with less than one (1) year of continuous service shall receive four (4%) percent of **their** earnings on July 1st following **their** employment date, plus one day off for every month and a quarter (1 ¼) worked without pay.
- 11.06 Employees shall take their vacation during the calendar year and vacation credits shall not be carried over or accumulated from one vacation year to the next, except in special cases where approval of Town Manager is given, on the recommendation of the Director having jurisdiction over the department in question.
- 11.07 Sick leave days may be substituted for vacation days where the employee can verify the occurrence of illness or accident of a serious nature and where the illness or accident is reported to the Employer at the time it occurred. The employee is still expected to return to work as scheduled.
- 11.08 Casual employees shall receive vacation pay of four (4) percent of their wage rate outlined in Appendix "A" for all regular hours worked.
- 11.09 The annual vacation credits for employees not on the Town payroll as a result of being absent from work will be on a pro-rata basis according to regular hours worked during the current collective agreement year (July 1 – June 30).
- 11.10 The annual vacation credits for employees on Workers Compensation will be either fifty-two (52) weeks minus the number of weeks on Workers Compensation during the current collective agreement year (July 1 – June 30) or the employees' eligible vacation credits, whichever is less.

ARTICLE 12 – PROMOTIONS AND APPOINTMENTS

12.01 All appointments and promotions for positions within this Agreement shall be made by the Administrator subject to the following procedure:

- (a) Vacancies or new positions subject to this Agreement shall be bulletined by the Department Director and posted on the bulletin boards in all departments covered by this Agreement for at least five (5) days before being filled. Copies of all such bulletins shall be forwarded to the Secretary of the Union.
- (b) Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications shall not be established in an arbitrary or discriminatory manner.
- (c) The Department Head concerned shall bulletin the promotion or appointment within forty-eight (48) hours after such promotion or appointment has been approved by the Administrator and a copy of the notice shall be sent to the Local.
- (d) Employees promoted or awarded new positions or hired to fill a vacancy shall be placed on a trial period of **thirty (30) working days or 240 hours, whichever comes first, and shall be compensated at the rate of pay of their new classification.** Conditional on satisfactory performance, such trial promotion shall become permanent after the trial period. **Should the employee require an extended trial period, the Employer will notify the employee within five (5) working days or forty (40) hours that their trial period has been extended by another thirty (30) days or 240 hours.** In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period or is unable to perform the duties of the new job classification, **they shall be returned to their former position, wages, and/or salary and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of the positions will also be returned to their former position, wages, and/or salary and without loss of seniority.**
- (e) If there are qualified applicants for the job posting, the position shall be filled within two (2) months of the posting.
- (f) Any employee may apply for a posted position, and the applicant with the greatest seniority having the required qualifications and required ability shall be appointed to fill the position.

12.02 New position and reclassification

The rate of pay for any position, falling under the bargaining unit, not covered by Appendix "A" which may be established during the life of this Agreement shall be subject to negotiations between the Town and the Union. If the parties are unable to agree as to the rate of pay for the job in question, such dispute may be resolved under the grievance and arbitration procedures of this Collective Agreement.

The new rate shall become retroactive to the date the position was filled by the employee. The Town shall inform the Union in writing of the interim rate of pay for said classification prior to the job posting.

12.03 Employment Security

The Employer agrees that during the term of this agreement there will be no layoff of permanent employees.

ARTICLE 13 – SICK LEAVE

- 13.01 (a) 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, disabled, exposed to contagious disease, or because of an accident for which compensation is not payable, under the Workers' Compensation Act.
- (b) Abusing Sick Leave – Employees found abusing sick leave shall be subject to disciplinary action.
- (c) Amount of Sick Leave – Sick leave shall be earned by employees covered by this Agreement on the basis of one and one-half (1 ½) days for every month of service to a maximum of two hundred and eighty (280) days.
- (d) Deduction from Sick Leave – A deduction shall be made from accumulated sick leave of all normal working hours (exclusive of holidays) absent, for sick leave, as defined above.
- (e) Medical Care Leave – A permanent or probationary employee who is unable to arrange for personal preventative medical or dental appointment(s), outside their regular hours of work, shall be permitted to attend such appointment(s) without loss of pay. Reasonable notice shall be given to the immediate supervisor and such time shall be deducted from accumulated sick leave.
- (f) The Employer and the Union agree that the Employer may initiate an attendance management program in an effort to improve attendance. The Employer agrees to consult with the Labour Management Committee prior to the implementation of such a program.

- (g) Employees may use up to three (3) sick days (from Sick Leave Entitlement) a calendar year so that the employee can provide the need of their immediate family during illness.

For the purposes of Article 13.01 (g), immediate family means employee's parent, spouse, child or a relative who permanently resided with the employee.

- 13.02 (a) Medical Certificate – An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of three (3) consecutive working days, or in excess of six (6) separate occasions in a calendar year certifying that such employee is unable to carry out their duties due to illness.

- (b) Medical Examination – The Town reserves the right to a second medical opinion from a medical doctor appointed by the Town.

- (c) Sick pay shall become effective after notification of illness to the Town.

13.03 Disposition of Employment Insurance Rebate

The Employer shall register its Wage Loss Replacement Plan (or Sick Leave Plan) with the Employment Insurance Commission for premium reduction purposes. The Union shall be notified of the premium reductions, which shall be disposed of in a manner mutually agreeable to the parties. If the parties are unable to reach an agreement on the use of the premium rebate, the matter shall be submitted to arbitration in accordance with the terms of this agreement.

ARTICLE 14 – TEMPORARY ASSIGNMENT

- 14.01 Employees temporarily assigned to positions of higher classification in a higher wage rate position shall receive the higher rate of pay, beginning the first hour they perform the work.

- 14.02 A temporary assignment automatically ceases whenever the incumbent returns to work.

- 14.03 An employee will not be penalized for temporarily assuming the duties and responsibilities of an employee whose rate of pay may be lower than the employee's regular rate.

- 14.04 Temporary assignments shall be assigned to senior employees in concerned department who are qualified to perform the duties for the maximum period of four (4) months and then the position shall be posted as specified in article 12.01. The "lead hand" position in the Recreation Department shall be exempted from this article.

ARTICLE 15 – CALL OUT

- 15.01 Employees called out to work before or after their regular working day, shall be paid the minimum of four (4) hours pay at the employee's overtime rate, whether or not the employee is required to perform duties. Employees who are called out to work will have the option of returning home following completion of assigned tasks or being given other tasks to accomplish for the remaining portion of the four (4) hours. Should the employee avail themselves of the option to return home, the current call out period of four (4) hours would remain in effect as if the employee had remained at work and such an employee would not be eligible for another call out pay should they be required to return to work before the expiry of the initial call out.
- 15.02 In the event the employee is required to perform duties, overtime rates shall apply for the actual time worked, but in no event, shall an employee receive less than the amount specified as call-out pay.
- 15.03 (a) Call-out shall be in accordance with seniority, on a rotating basis, in the classification required to perform the duties specified. Should no employee be available in the particular classification, then the senior qualified employee in the next classification will be called, except in the case of an extreme emergency.
- (b) The employee who is called and responds to the emergency shall lose their next regular scheduled turn on the rotation list.

ARTICLE 16 – CLOTHING

- 16.01 (a) Employees of the Department of Parks, Recreation and Community Relations as well as the Engineering and Works Department shall have appropriate clothing and safety equipment, as required, which may include but not limited to, raincoats, rubber boots, gloves, coveralls and winter gear, supplied by the Town.
- (b) An allowance of two hundred and twenty (\$220.00) dollars excluding tax per contract year shall be provided for the purchase of safety boots in the form of a purchase order provided by the Town.
- (c) The above clothing shall be issued to employees.
- (d) Clothing and equipment supplied by the Town is to be worn while employee is on duty only.
- (e) Any employee, upon leaving employment of the Town or leaving the Department, shall return all clothing and equipment to the Town.

ac f.

ARTICLE 17 – PAY DAYS

17.01 Town employees shall be paid not later than 4:30 p.m. on every other Thursday.

ARTICLE 18 – SNOWSTORMS

18.01 **Snowstorms** – In the event of a snowstorm, employees shall be expected to be at work at their normal starting time. Any employee who cannot be at work, as the result of a snowstorm, shall be given an opportunity to make up lost time, at straight time rates, or to substitute the lost time by using **their** vacation credits.

If an employee reaches **their** place of employment, **they** will be paid for the hours worked.

ARTICLE 19 – BIOHAZARD WASTE/COMPRESSED GAS

19.01 **Biohazard Waste/Compressed Gas** – Employees, while working, who come in contact with live sewage, work in excavation in contact with live sewage and/or engaged in repairing leak using compressed ammonia or chlorine gas shall be paid ninety (90) cents per hour on regular or overtime work while so employed. (Excluding Flusher)

ARTICLE 20 – TRAINING LEAVE

20.01 An employee shall receive **their** regular wages while attending training at the request or with the permission of the Employer. **An employee will be given the option to travel during their regular work hours for required travel time, with their Director's approval.** An employee shall not demand payment at the overtime rate should the hours of training exceed **their** normal daily or weekly hours of work. **Employees will receive travel expenses in addition to regular wages.**

20.02 When leave with pay is granted by the Employer for training purposes, the Employer may require, as a condition of such leave, a contractual obligation to return to the employ of the Employer for a minimum period of one (1) year.

20.03 If the employee leaves, or intends to leave the employ of the Employer before the expiration of the one (1) year contractual obligation, **they** shall reimburse the Employer in full for all costs and expenses incurred on a pro-rata basis prior to termination of employment.

20.04 In order to give employees the opportunity of being qualified for promotion, the Town may select employees from time to time for suitable training. While being trained and until such time as these trainees are recommended by the Department Head, as being qualified for promotion, their hourly rates of pay shall remain as the rate paid upon selection as trainees and upon qualification, may be reclassified.

- 20.05 When the Employer intends to introduce new equipment or computer programs to employees, they will notify the employees with appropriate notice in advance and provide all the necessary training required to operate the new equipment or computer programs.

ARTICLE 21 – FUNERAL EXPENSES

- 21.01 If a permanent employee dies, the Employer shall pay to their estate, an amount equal to six (6) weeks' pay.

ARTICLE 22 – UNION LEAVE

- 22.01 The Town agrees to allow elected union representatives to leave their employment in order to represent the union. Such leave shall be with pay and no loss of seniority upon request being made to the Department Head.
- 22.02 The Town agrees to pay four (4) employees for three (3) days for the purpose of bargaining.
- 22.03 Union Conventions & Seminars – Subject to operational requirements of the appropriate department and with two weeks' notice, leave of absence without pay and without loss of seniority, shall be granted upon request to any two (2) employees elected or appointed to represent the union, or to attend a union convention or seminar.
- 22.04 Training Leave – The Town shall provide four (4) employees with four (4) days off without pay, to prepare for negotiations, providing the Union provides fourteen (14) days advance notice. A maximum of two (2) employees per department shall be selected.

ARTICLE 23 – OVERTIME RATES

- 23.01 Time worked by employees on regular assignments, continuous with, or after the regularly assigned hours of duty, shall be considered as overtime and shall be paid for, on the actual minute basis, at one and one-half (1 ½) times the regular rate of pay.

When an employee is required to perform work outside regular hours, and not continuous with regular working hours, and provided that forty-eight (48) hours notification is given, the employee shall receive a minimum of two (2) hours at one and a half (1 ½) times the regular rate of pay.

- 23.02 All employees required to work on any holiday as defined in Article 10 of this Agreement, will be compensated for all time worked at one and one-half (1 ½) times the regular rate of pay, in addition to the regular day's pay allowed for the holiday.
- 23.03 Employees required to perform work on their normal day of rest shall be paid at time and one-half (1 ½).
- 23.04 All overtime will be rotated among employees within their respective classifications, except in emergencies.

The employee who is called and responds to the emergency shall lose their next regular schedule turn on the rotation list.

In the Public Works Department, overtime shall be shared equally with assignments being made to crews, where appropriate.

- 23.05 Instead of cash payment, if operational requirements permit, employees may be given compensating time off, at a time mutually agreed with their supervisor. If agreement is not made within thirty (30) days, payment will be made.
- 23.06 Employees who are on approved vacation leave and who wish to be called in for overtime shall provide notice in writing to their Supervisor before their vacation period begins.

ARTICLE 24 – HOT MEAL ALLOWANCE

- 24.01 The Town will provide a meal allowance when an employee is required to work more than two (2) hours continuous with their regular shift.

Meal allowances, when authorized by the Employer shall be:

Breakfast \$ 10.00

Lunch \$ 12.00

Dinner \$ 15.00

In addition to the above amounts, Employer shall pay Harmonized Sales Tax (HST).

ARTICLE 25 – ATTENDING COURT, INQUEST AND JURY DUTY

- 25.01 In cases in which an employee of the Town of Riverview covered by this Agreement is summoned to attend court, (except for personal reasons) coroner's inquest, jury duty, or to appear as a witness while on duty, the employee shall not lose any earnings. Any remuneration received shall be turned over to the Town.



ARTICLE 26 – MATERNITY LEAVE

- 26.01 Service requirement for maternity leave – an employee shall qualify for maternity leave after completion of the probationary period. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.
- 26.02 Length of Maternity Leave – maternity & parental leave shall cover the period up to fifty-two (52) weeks, as outlined in the *Employment Insurance Act* and any amendment thereto.
- 26.03 Seniority status during Maternity Leave – while on maternity and/or parental leave, an employee shall continue to accumulate seniority during the period of the leave.
- 26.04 An employee shall accumulate all sick & vacation benefits under this agreement for a period of up to six (6) months during Maternity and/or Parental leave. An employee shall also have the option of continuing their coverage under the current group insurance benefit plans for the total period of Maternity and/or Parental leave up to fifty-two (52) weeks, as if they were at work.
- 26.05 Procedure upon Return from Maternity Leave – when an employee decides to return to work after maternity leave, **they** will provide the Employer with at least two (2) weeks notice. On return from maternity leave, the employee shall be placed in **their** former position: however, should the former position no longer exist, **they** will be placed in an equivalent position in the Town service.

ARTICLE 27 – BEREAVEMENT LEAVE

- 27.01 In the event of a death in the immediate family of an employee covered by this Agreement, the Town of Riverview shall grant a leave with pay as follows:
- Five (5) consecutive **working** days for wife, husband, **common law partner**, child, **stepchild**, father, mother, brother, sister. **For greater clarification, the above family members listed shall include step family members.**
 - Three (3) consecutive **working** days for grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild or ward permanently residing in the employee's household, or with whom the employee permanently resides.
 - One (1) day for brother-in-law, sister-in-law, **grandparent-in-law**, aunt or uncle.

Additional days with pay may be granted to such employee with approval of the Riverview Town Administrator.

Payment shall only be made for days that would otherwise have been worked.

ac f.

27.02 In the event of a death of any member or retired former member of the bargaining unit, the president or their appointee shall be granted leave to attend the funeral to pay last respects to the deceased. Any member wishing to attend a member's funeral should be allowed to do so, providing it does not cause any undue disruption to the Town and is approved by the Department Head.

ARTICLE 28 – TRANSPORTATION OF EMPLOYEES

28.01 During inclement weather, if at all possible, all employees in all departments being conveyed from yard to job, or vice versa, shall be protected from such elements by properly covered mobile equipment.

ARTICLE 29 – OUTSIDE EMPLOYMENT

29.01 The Union recognizes that the efficiency of employees of the Town depends on their being able to devote their time and energy to the work of the Town. It is agreed that no employees shall engage in outside employment which may interfere with their capabilities to perform their job functions.

ARTICLE 30 – LEAVE OF ABSENCE

30.01 Should an employee covered by this Agreement request leave of absence, personal or otherwise, same may be granted without pay by the Town Administrator. Should more time be necessary, the employee concerned shall make written request to the Town Administrator for an extension and such extension may be granted at their prerogative. During such leave of absence, there shall be no accumulation of benefits or seniority. (Does not apply to employees granted leave under Articles 22.01, 22.03 or 22.04)

ARTICLE 31 – GENERAL CONDITION

31.01 Superannuation – when an employee covered by this Agreement is in receipt of a substantial pension or a pension from the Town pension scheme, their seniority will cease.

ARTICLE 32 – FUTURE LEGISLATION

32.01 In the event that any law passed by Canada or the Province, affecting employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the Term of the Agreement.

ARTICLE 33 – REGISTER ATTENDANCE

33.01 The Employer reserves the right to require employees to register their attendance at work in a form, or in forms, to be determined by the Employer.

ARTICLE 34 – EMPLOYEE BENEFITS

34.01 (a) The existing Long-Term Disability, Life, Accidental Death and Dismemberment, Medical, and Dental plan premiums shall be cost-shared, as follows:

<u>Dates</u>	<u>Employer</u>	<u>Employee</u>
July 1, 2004 – June 30, 2005	50%	50%
July 1, 2005 – June 30, 2006	65%	35%
July 1, 2006	75%	25%

These plans shall be administered by the joint pension and benefits committee with equal representation from the Employer and Employees.

(b) Employees who have retired and are drawing a Town of Riverview pension shall have the right for (self-paid) continued group coverage, if permitted by the insurers.

34.02 If any changes are necessary during the life of this agreement to either the amount of premiums or the level of benefits provided, the Employer and a majority of employees shall both agree to these changes. If no agreement can be reached then the benefit plan must be amended so as there is no increase in the cost of premiums to either the Employer or the Employees.

ARTICLE 35 – PENSION PLAN

35.01 Each permanent employee shall participate in the Town of Riverview Pension Plan, which shall be administered by a pension committee with equal representation from the Employer and the Unions. There shall be no change to the pension plan without the consent of the Town and two-thirds vote of all the plan members.

Employer contributions shall be as required by the actuaries.

Employee contributions are 6% of earning at present.

35.02 Retirement Allowance – When an employee having continuous service of 10 years retires from active service due to death, disability or having reached retirement age, the employer shall pay such employee or beneficiary of the employee a retirement allowance equal to one month pay for each five years service or fraction thereof but not exceeding six months at the employee's regular rate or pay at retirement.

ARTICLE 36 – DISABILITY MANAGEMENT

36.01 Workers' Compensation Act –

- a) All employees subject to this collective agreement shall be covered by the provisions of the Workers' Compensation Act of the Province of New Brunswick.
- b) When an employee is off work because of an accident or occupational illness resulting from **their** employment and which is accepted as compensable by **WorkSafe NB**, the employer will supplement the **WorkSafe NB** benefit to the extent permitted by **WorkSafe NB** without offsetting the benefit payable by **WorkSafe NB** and subject to the provision that any such supplemental payment shall not increase the employee's net take home pay above **their** regular pre-disability amount.
- c) Pending settlement of the insurable claim, and subject to the conditions of **36.01 b)**, the Employer shall advance the employee a cheque in the amount of **85%** of regular net salary as determined by **WorkSafe NB**. In return, the employee shall reimburse the Employer for the advance.
- d) The Employee's Benefit Plans (including pension) will be continued, as if they were at work, during the period that the employee is in receipt of "Loss of Earnings" benefits from **WorkSafe NB**, subject to Article **36.01 b)**.
- e) The absence of an employee who is receiving compensation benefits under the Workers' Compensation Act shall not be charged against the employee's sick leave credits or vacation credits.
- f) No employee shall have **their** employment terminated as a result of absence from work caused by an accident he received while performing duties for the Employer or an industrial disease.

36.02 An employee who is injured during work hours, and who is required to leave work for treatment, or who is sent home as a result of such injury shall receive payment for the remainder of the shift at **their** regular rate of pay, without deduction from **their** sick leave, unless the attending medical nurse or doctor states that the employee is fit to return to work immediately. The Employer will allow the employee to be absent from work for a maximum of eight (8) working hours in total without deduction from sick leave and with full pay and benefits, to receive treatment for an injury occurring on the job.



ARTICLE 37 – MEDICAL EXAMINATION

- 37.01 As a condition of employment, each employee may be required to submit to a medical examination at the expense of the Employer, by a physician appointed by the Employer, at such time and frequency as may be determined by the Employer.
- 37.02 If the employee elects to receive a medical examination from a specialist, the specialist's fees shall be borne by the employee.
- 37.03 If an employee covered by this Agreement is declared by a medical doctor to be incapable or performing their regular duties, the Employer shall make every reasonable attempt to find alternative employment for such employee within the work force of the Employer.
- 37.04 The Employer may dismiss, suspend or lay off an employee who has refused reasonable alternate employment offered by the Employer under Article 37.03.
- 37.05 Employees receiving medical examinations during off-duty hours shall not claim overtime compensation.

ARTICLE 38 – AMALGAMATION/REGIONALIZATION/MERGER

In the event that the Employer merges or amalgamates with any other body or is forced to regionalize services, the Employer undertakes to ensure that:

- 38.01 Employees shall be credited with all seniority rights with the new employer.
- 38.02 All service credits relating to vacation with pay, sick leave credits, and all other benefits shall be recognized by the new employer.
- 38.03 No employee shall receive any reduction in wage rate benefits, that are currently stipulated in this collective agreement between the Town of Riverview and CUPE Local 2162, when going to work for the new employer.
- 38.04 No employee shall suffer a loss of employment as a result of a merger.
- 38.05 Employees that are currently working for the Town of Riverview shall have first choice to stay in the current geographic location and in their current classification on the date of amalgamation.



ARTICLE 39 – DURATION AND TERMINATION

39.01 This Agreement shall be deemed to come into full force and effect on **July 1, 2017** with expiry date **June 30, 2021**. The Employer or the Union may give notice to the other as hereinafter provided, that it desires that this Agreement shall be revised, modified, amended or terminated or that the terms and conditions of a new Agreement be negotiated to replace this Agreement.

Such notice, to be effective, must be in writing and served in the following manner:

- (1) If given by the Employer, it must be served either by personal service or registered mail, upon the President, Vice-President of the Union, or an official appointed by the Union.
- (2) If given by the Union, it must be served either by personal service or registered mail, upon the Mayor of the Town of Riverview.
- (3) It must be served upon the President, or Vice-President, or Secretary, or an official appointed by the Union, or upon the Mayor of the Town of Riverview between one hundred and twenty (120) and thirty (30) calendar days prior to expiry date.
- (4) Upon notification of either party, the other party must respond in writing within fifteen (15) days. Failure to serve any such notice in the aforementioned manner will render the notice null and void.

ARTICLE 40 – WORK OF THE BARGAINING UNIT

40.01 No member of management shall perform work which is regularly and normally performed by employees in the bargaining unit, except for an emergency, instruction, testing purposes, or where there are no employees in the bargaining unit available or capable to perform the work.

ARTICLE 41 – CONTRACTING OUT WORK

41.01 The Employer shall not contract out any work that will result in the lay off of present employees in the bargaining unit

ARTICLE 42 – REPRESENTATIVE OF NATIONAL UNION

42.01 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Town.

ARTICLE 43 – APPENDICES

- 43.01 Each and every appendix to this Agreement signed by the parties there of, shall be incorporated therein as fully and completely as if the same were written therein.
- 43.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

ARTICLE 44 – BENEFIT AND BINDING

- 44.01 This Agreement and everything contained herein shall **enure** to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

ARTICLE 45 – RESPECTFUL WORKPLACE

- 45.01 The Town of Riverview commits itself to support all provisions of the ***New Brunswick Human Rights Act*** including all its provisions on harassment, discrimination, duty to accommodate, employment and other requirements. This commitment is made in recognition of the fundamental principle that all persons are equal in dignity and human rights without regard to race, colour, religion, national origin, ancestry, place of origin, age, physical disability, mental disability, marital status, sexual orientation or sex. To this end the Town will have a policy that supports all provisions of the ***Human Rights Act*** and the Union agrees to support the efforts of the Town in this regard. Grievances alleging failure by the Employer to comply with the procedure outlined in the policy shall be initiated at Step 2.

ARTICLE 46 – OCCUPATIONAL HEALTH AND SAFETY

- 46.01 The Employer agrees to develop policies and procedures in order to prevent and reduce violence in the workplace based on the Town of Riverview's Health and Safety Policies. The policies will address the prevention of violence, and the management of violent situations. The policies will be developed with Senior Management in consultations with the Joint Health and Safety Committee.

ARTICLE 47 – COPIES OF AGREEMENT/OFFICE SPACE

- 47.01 The Town agrees to provide a copy of the Collective Agreement to each employee to whom it applies.
- 47.02 The Town agrees to provide a location at the Operation Centre for a locked filing cabinet to store CUPE Local 2162 documents.



IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and by affixing of their respective seals hereto the day and year first above written.

SIGNED, SEALED AND DELIVERED

THE TOWN OF RIVERVIEW

In the Presence of:

I. Finlay
Witness

[Signature]
Mayor
Annette Crummey
Town Clerk

CANADIAN UNION OF PUBLIC
EMPLOYEES – LOCAL 2162

Ron McKay
Witness

[Signature]
President
[Signature]
Secretary

/j\ cope491

ac [Signature]

LETTER OF INTENT

BETWEEN

TOWN OF RIVERVIEW

AND


CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2162

RE: Domestic Violence

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subjected to discipline if the absence or performance issue can be linked to the abusive or violent situation. The Employer agrees to review and implement a policy that aligns with the New Brunswick Labour Standards once it has been updated to include domestic violence leave.

Signed:


For the Union


For the Employer

APPENDIX "A"
TOWN OF RIVERVIEW
Classification and Hourly Rate Schedule

Classification	July 1/2017 2.25% Increase	July 1/2018 2.25% Increase	July 1/2019 2.25% Increase	July 1/2020 2.25% Increase
Clerk Receptionist	\$ 25.85	\$ 26.43	\$ 27.03	\$ 27.63
Clerk Junior	\$ 26.00	\$ 26.59	\$ 27.19	\$ 27.80
Clerk Intermediate General	\$ 26.15	\$ 26.74	\$ 27.34	\$ 27.95
Senior Payroll Administrator	\$ 26.31	\$ 26.90	\$ 27.51	\$ 28.13
Accounting Clerk	\$ 26.92	\$ 27.53	\$ 28.15	\$ 28.78
Engineering Technologist	\$ 29.11	\$ 29.77	\$ 30.44	\$ 31.12
Administrative Coordinator	\$ 28.22	\$ 28.86	\$ 29.51	\$ 30.17
Casuals	\$ 18.99	\$ 19.42	\$ 19.85	\$ 20.30
Utility Worker	\$ 26.63	\$ 27.23	\$ 27.84	\$ 28.46
Utility Worker III	\$ 27.03	\$ 27.64	\$ 28.26	\$ 28.90
Public Works Clerk II	\$ 28.21	\$ 28.85	\$ 29.49	\$ 30.16
Public Works Clerk I	\$ 27.66	\$ 28.28	\$ 28.92	\$ 29.57
Mechanic I	\$ 28.25	\$ 28.89	\$ 29.54	\$ 30.20
Mechanic II Lead Hand	\$ 29.34	\$ 30.00	\$ 30.67	\$ 31.36
Equip. Operator II	\$ 27.66	\$ 28.28	\$ 28.91	\$ 29.56
Utility Man-Services (Carpenter)	\$ 28.77	\$ 29.42	\$ 30.08	\$ 30.76
Working Foreman	\$ 29.34	\$ 30.00	\$ 30.67	\$ 31.36
Operator III	\$ 28.33	\$ 28.97	\$ 29.62	\$ 30.29
By-Law Enforcement Officer	\$ 33.00	\$ 33.74	\$ 34.50	\$ 35.27
Water Control Technologist	\$ 33.35	\$ 34.10	\$ 34.87	\$ 35.66
Community Recreation Worker (Youth)	\$ 25.90	\$ 26.48	\$ 27.09	\$ 27.69
Community Recreation Worker (Special Populations)	\$ 25.90	\$ 26.48	\$ 27.09	\$ 27.69
Community Recreation Worker (Aquatics)	\$ 25.90	\$ 26.48	\$ 27.09	\$ 27.69

*Lead Hand (Recreation Dept.) – sixty (60) cents more per hour than the employee's regular rate of pay.

*The probationary rate of pay shall be eighty percent (80%) of the regular rate of pay for the classification.