



**COLLECTIVE AGREEMENT**

between

**TOWN OF WOODSTOCK**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 719**

**Expiry Date: December 31, 2012**

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THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2009

BETWEEN: THE TOWN OF WOODSTOCK, New Brunswick, hereinafter referred to as the "Town Council", Party of the First Part;

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO. 719, hereinafter referred to as "the Union", Party of the Second Part.

### **PREAMBLE**

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

### **ARTICLE 1 – RECOGNITION**

1.01 The Town of Woodstock or anyone authorized to act on its behalf shall recognize Local Union No. 719, chartered by the Canadian Union of Public Employees, as the sole bargaining agent with respect to wages, hours of work, and working conditions for employees of the following departments:

Public Works and Water/Sewer  
Fire  
Recreation and Community Services (includes Civic Centre)

but shall exclude:

Chief Administrative Officer  
Director of Administrative Services  
Fire Chief/Fire Inspector  
Public Works Superintendent  
Director of Recreation and Community Services (Civic Centre Manager)  
Recreation Program Coordinator  
Engineering Technician  
Building Inspector  
Office Staff  
**Part-Time Receptionist (20 hours/week at Civic Centre)**

## **ARTICLE 2 – DEFINITIONS**

- 2.01 (a) Probationary Period – shall mean six (6) calendar months continuous service, time lost due to illness, inclement weather, or acts of God, and time worked Saturdays and Sundays to be included as continuous service.
- (b) Employee – means a person employed to do skilled or unskilled manual, technical or professional work, but does not include:
- (1) A manager or superintendent, or any other person who, in the opinion of the Industrial Relations Board, is employed in a confidential capacity in matters relating to labour relations or who exercises management functions.
- (c) Part-Time Employee – shall mean a person hired to work regularly scheduled hours, typically less than 40 hours per week (see Letter of Intent attached).
- 2.02 Emergency – is something which the Employer was unaware of twelve (12) hours previous to its occurrence.
- 2.03 Extreme Emergency – All employees covered by this Agreement, if called, shall respond to duty if an extreme emergency arises. Extreme emergency shall mean a snowstorm, freezing rain, sewer or water trouble, floods, or any act of God endangering life and property.
- 2.04 Gender Neutral – Wherever the masculine is used in this Agreement it shall be considered as if the feminine has been used also.

## **ARTICLE 3 – CHECK-OFF OF UNION DUES AND UNION SECURITY**

- 3.01 The Town of Woodstock and the Union agree to jointly meet with and acquaint new employees with the collective agreement. Articles 3.02 and 3.03 shall be posted on all bulletin boards in all departments covered by this Agreement.
- 3.02 It is agreed that all employees now members of the Union or who may become members of the Union, or are reinstated to membership, shall, as a condition of employment, maintain their membership.
- 3.03 (a) The Town of Woodstock shall deduct from every employee regular monthly dues in accordance with the Union Constitution.
- (b) Deductions shall be made from the first pay of each month, from employees covered by this Agreement, and forwarded to the Treasurer of the Union not later than the twenty-fifth (25<sup>th</sup>) day of the same month.
- (c) The Town of Woodstock shall forward a complete list showing names of the employees from whom deductions have been made in the month following the signing of this Agreement and in the following months, shall forward a list showing additions and deletions only.

- 3.04 T-4 Slips – The Employer shall indicate on each employee's T-4 Slip the amount of dues paid by the employee during the previous year.
- 3.05 Correspondence – All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Chief Administrative Officer and the Secretary of the Union.
- 3.06 Written or Verbal Agreements – No employee shall be permitted or required to make any written or verbal agreement with the Employer or his representative which may conflict with the terms of this Collective Agreement.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 The Union agrees that the Town of Woodstock has the rights and powers to manage the plants and departments, direct the working forces, and hire, promote, transfer, demote, layoff, discharge, suspend or discipline employees.
- 4.02 The Town of Woodstock agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of an employee to lodge a grievance as set forth herein.

#### **ARTICLE 5 – NO DISCRIMINATION**

- 5.01 The Town of Woodstock, its servants and agents, agree that there will be no discrimination with respect to any employee by reason of race, colour, political or religious affiliation, nor by reason of his or her membership in a Trade Union.
- 5.02 The Town Council, its servants and agents, agree there will be no interference, restriction or coercion exercised or practised.
- 5.03 Equal Pay for Equal Work – The principle of equal pay for equal work shall apply, regardless of sex.

#### **ARTICLE 6 – SHOP STEWARD AND THE UNION**

- 6.01 The Town of Woodstock agrees that permission, on notification to the Department Head or his designate, may be granted to the Chairman of the Grievance Committee and the Shop Steward in the particular group of the Union to leave their employment temporarily in order to carry on negotiations with the Town of Woodstock or its representatives, with respect to investigation of a grievance between the Union and the Town of Woodstock, and they shall suffer no loss of pay for time so spent. Such leave will not be unreasonably denied the Union representative.

#### **ARTICLE 7 – DISCIPLINE, SUSPENSION, AND DISCHARGE**

- 7.01 An employee may be disciplined by written reprimand, suspension with pay, suspension without pay, or discharge.

- 7.02 No employee who has completed his probationary period shall be disciplined by suspension without pay or by discharge except for just cause.
- 7.03 Where an employee is disciplined as stated in the above clauses, the Employer shall, within ten (10) working days from the date of such discipline, provide the employee with written reasons for such disciplinary action, including any relevant dates.
- 7.04 Failure of the Employer to provide a written reason for suspension or discharge shall result in the employee being paid at his regular rate of pay, for the period from the date the suspension or discharge took effect to the date the written reason is presented to the employee.
- 7.05 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 7.02, the employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued to him 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.
- 7.06 A suspension without pay shall be for a specified period of time not exceeding twenty (20) working days.
- 7.07 A record of disciplinary action shall not be used against an employee after the expiration of a period of twenty-four (24) months after the disciplinary action was taken.
- 7.08 Upon request, an employee shall be given an opportunity to read any documents in his personal file that relates to an assessment of his conduct, work performance, and warnings.
- 7.09 No abusive, profane or obscene language shall be used by any employee while on duty.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

- 8.01 When a person feels himself to be aggrieved by the interpretation or application in respect of him of a provision, of a statute, or a regulation, by-law, direction or other instrument made or issued by the Employer, dealing with terms and conditions of employment, or, an alleged violation of any of the provisions of this Agreement by the Employer, or where the person has the written consent of the Union respecting any grievance relating to the interpretation or application of this Agreement, the following procedure shall apply:

### **SETTLING OF GRIEVANCES:**

**STEP ONE:** If the employee and his immediate supervisor cannot come to an understanding over the dispute, the employee shall then, within ten (10) working days, refer his complaint or grievance in writing to the Chief Administrative Officer or in his absence someone designated by him to handle the grievances. If the employee does not receive a reply or a satisfactory settlement in writing within ten (10) working days from the date on which he presented his grievance at this level, he may proceed to Step Two.

**STEP TWO:** Within ten (10) working days from the expiration date referred to in Step One, the employee may present his grievance in writing to the Town Council, addressing such correspondence to the Director of Administrative Services. If the employee does not

receive a reply or satisfactory settlement of his grievance within ten (10) working days of presenting his grievance at this level, he may refer the matter to arbitration under the procedures of the *Industrial Relations Act*.

- 8.02 In any case where the employee presents his grievance in person or in any case in which a hearing is held on a grievance at any level of the grievance process, the employee may be accompanied by a representative or agent of the Union.
- 8.03 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 have not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened.
- 8.04 The Parties may mutually agree to extend the time limits specified herein.
- 8.05 Any matter giving rise to a dispute directly between the Union and the Employer shall be processed at Step Two of the Grievance Procedure within twenty (20) working days of the occurrence thereof.
- 8.06 In the event an employee grieves that his layoff is in violation of Article 19 (Layoff and Recall), his grievance may be initiated at Step Two of the grievance procedure within ten (10) days after the alleged grievance has arisen.
- 8.07 Any grievance relating to a loss of employment or loss of pay shall be initiated at Step Two of the Grievance Procedure.

## **ARTICLE 9 – ARBITRATION**

- 9.01 The provisions of sub-section (2) of Section 55 of the *Industrial Relations Act* apply to differences between the parties hereto concerning the interpretation, application, administration or alleged violation of this Agreement. Where any difference arises between the Employer and the Union or the Employer and an employee concerning the interpretation, application, administration, or alleged violation of this Agreement, the difference shall be settled by following the arbitration procedure set out in Sub Section (2) of Section 55 of the *Industrial Relations Act*.
- 9.02 In any case, including cases arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Arbitrator or Board of Arbitration shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege, as the Board may determine appropriate to finally settle the issues between the Parties, and may give retroactive effect to its decision.

**ARTICLE 10 – HOURS OF WORK**

- 10.01 (a) The following shall be the regular hours of work for each department.
  - (b) Public Works and Water/Sewer: The regular working day shall be eight (8) hours per day, 40 hours per week. Hours of duty shall be from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m. from Monday through Friday, inclusive.
  - (c) Recreation and Community Services Department: The regular working day shall be eight (8) hours per day, 40 hours per week. The work schedule shall be over a seven day period, 24 hours per day, subject to 10:04 and Article 11 – Overtime.
  - (d) Fire Department: The regular working day shall consist of a day shift, 7:00 a.m. to 5:00 p.m., or a night shift, 5:00 p.m. to 7:00 a.m. A regular schedule of 42 hours per week shall be employed with all time worked in excess of 40 hours to be paid at time and one-half.
- 10.02 Upon agreement between both parties, the normal lunch break can be changed, in which case the change shall not constitute overtime.
- 10.03 Upon agreement between both parties, hours of work may be changed.
- 10.04 All employees of the bargaining unit shall receive at least two (2) consecutive days a week off duty, unless in case of an emergency their services are required.
- 10.05 Changing Days: Employees' requests approved by the Chief Administrative Officer or his designate, to change regular days off, or to substitute for another employee at regular rates, shall not be in contravention of any of the terms of this Agreement.
- 10.06 Job Security: It is agreed that the following named employees of the bargaining unit will not be laid off or suffer a reduction of regular hours of work or benefits due to contracting out of work:
- 1. Ken Robinson
  - 2. William Gibson
  - 3. Richard Markey
  - 4. Glen Thornton
  - 5. Greg Stokes
  - 6. Arthur Van Dine
  - 7. John Nason
  - 8. Harold Boomer
  - 9. Earle McBride
  - 10. Todd Campbell
  - 11. Gilbert Levesque

It is further agreed that the minimum number of employees for each department will be as follows:

Public works and Water/Sewer	-	Fourteen (14)
Fire Department	-	Four (4)
Recreation and Community Services	-	No minimum



10.07 Any person or student hired under a provincially or federally funded "make work" project to alleviate unemployment shall not be covered by this Collective Agreement. It is agreed that there will be no displacement of regular, temporary, or part-time employees or reduction of their hours of work because of these projects. Workers of said projects shall be informed of the conditions of employment and rules and regulations and safety and health policies adhered to by the bargaining unit. The Union agrees not to withhold the approval of any application submitted for funding a project covered by this section.

## **ARTICLE 11 – OVERTIME**

11.01 Time worked by employees on regular assignments, continuous with, before, 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 times the regular rate.

11.02 All employees called upon to work on any holiday as defined in Article 16 of this Agreement will be compensated for all time worked at one and one-half times the regular rate in addition to the regular day's pay allowed for the holiday.

11.03 Employees required to work on Saturdays and Sundays shall be paid at one and one-half times the regular rate, with the exception of fire truck drivers and Recreation and Community Services Department.

11.04 Except in cases of emergency, overtime shall not be worked without proper authority. When advance authority has not been obtained and overtime is worked in an emergency, overtime payment will not be allowed unless claim is submitted within forty-eight (48) hours from the time service is performed.

11.05 Overtime and call back time shall be divided as equally as possible among the employees who are willing and able to perform the work that is available.

11.06 All employees shall report for work when called for overtime unless excused by the Department Head.

### 11.07 Call Out

(a) Employees called out to work before or after the regular working day shall be paid the minimum of three (3) hours pay at the employee's overtime rate, whether or not the employee is required to perform duties.

(b) 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.

(c) Fire Truck Drivers shall receive at least three (3) hours at overtime rate for call-out.

(d) All call-out time shall begin from the time the call was received by the employee, to a maximum of one-half (½) hour to report for work.

11.08 An employee may request time off instead of pay for overtime worked to a maximum of eighty (80) regular hours. Once booked as time off in lieu, no conversion of accumulated time off to cash will be allowed. Time off in lieu shall be granted on a "first come, first serve" basis with a maximum of two employees off at any time, in addition to employees

who may be on vacation leave. Time off shall be granted at the overtime rate. The employee shall inform the Employer of his/her preference of accumulating time off or being paid overtime earned on or before the time when time sheets are submitted for the pay period during which the overtime was worked.

## **ARTICLE 12 – PROMOTION, DEMOTION, AND TRANSFER**

- 12.01 All appointments and promotions for positions covered by this Agreement and/or newly created positions in departments covered by this Agreement, shall be made by the Chief Administrative Officer subject to the following procedure:
- (a) The vacancy or position shall be bulletined by the Chief Administrative Officer and posted only in the department in which the vacancy arises. Posting shall be for at least ten (10) days before position is filled. Copies of all such bulletins shall be forwarded to the Secretary of the Union. In filling vacancies, departmental seniority shall apply.
  - (b) In filling vacancies or new positions created, consideration must be given to both qualifications and seniority. Qualifications being sufficient, seniority **by department** shall govern.
  - (c) The Chief Administrative Officer concerned shall make the promotion or appointment bulletined within four (4) weeks from the date of closing of the first bulletin.
  - (d) When an employee is promoted to fill a vacancy or new position, the employee concerned shall be placed on probation until considered qualified by the Chief Administrative Officer. The probationary period, normally, shall not exceed three (3) months.
  - (e) Employees promoted or awarded new positions and failing to qualify at the completion of their probationary period, shall be returned to their former positions without loss of seniority in such former position, after which other applicants responding to the original bulletin shall be considered.
- 12.02 Should a temporary position be set up for a period of time shorter than required in Article 12.01, it may be filled without the necessity of bulletining, but the provisions of Article 12.01 (b) shall apply.
- 12.03 Promotions shall be based on ability and seniority. In order to give employees the opportunity of being qualified for promotion, the Town of Woodstock agrees to select employees from time to time for suitable training. While being trained and until such time as these trainees are certified by the Department as being qualified for promotion, their hourly rates of pay will remain as the rate paid upon selection as trainees and upon qualification shall be reclassified subject to the provisions of this article. A thirty (30) day period shall be considered as a training period.

## **ARTICLE 13 – TEMPORARY ASSIGNMENTS**

- 13.01 Any employee required to fill temporarily a position for which a higher rate of wages than that for such employee's regular work is paid, shall receive the higher rate while so employed, and employees required to fill temporarily positions for which a lower rate than that paid for such employee's work has been established, shall not suffer any reduction in pay by reason thereof.
- 13.02 Any employee after six (6) months' continuous employment at a higher rate of wages than that paid for his regular work, shall be reclassified at the higher rate provided there is a vacancy in the Department concerned. Nothing in this article shall entitle an employee to retain a rate of pay if permanently reclassified to a lower job classification for cause including change of establishment, qualifications, and discipline.

## **ARTICLE 14 – SENIORITY**

- 14.01 Seniority of employees shall commence on the first date worked as a regular employee, including all hours worked while on probationary period.
- 14.02 Loss of Seniority – An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, 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.
  - (3) Failing to return to work after having been notified by the Department Head by personal or registered mail, that employment is available, unless a satisfactory explanation is furnished within five (5) working days.
- 14.03 Seniority for the purpose of this Agreement shall be bargaining-unit wide unless otherwise specified in this Agreement. A seniority list to cover all employees in the bargaining unit shall be posted with a copy to be sent to the Union. Adjustments to be made monthly if necessary. Seniority list to include date of hiring, vacation eligibility, sick leave remaining for the employee.
- 14.04 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 his 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 Chairman of the Grievance Committee.
- 14.05 Seniority for the purpose of job postings only shall be by department.**

## **ARTICLE 15 – VACATIONS**

- 15.01 Employees shall be entitled to the following annual vacations with pay:
- after one (1) year of service, ten (10) days;
  - after two (2) years of service, fifteen (15) days;
  - after eight (8) years of service, twenty (20) days;
  - after twenty (20) years of service, twenty-five (25) days.

Two (2) employees shall be allowed on vacation at one time in the Public Works, with the Chief Administrative Officer's approval.

- 15.02 When a legal holiday occurs during an employee's annual vacation, such employee shall be entitled to an additional day's vacation with pay, and such day shall immediately follow the vacation period of such employee.
- 15.03 Applications for vacations from employees filed prior to April 1<sup>st</sup> of each year shall be placed on the vacation roster showing period of vacation. Applicants shall be given preference in order of seniority. **For vacations requested any time after April 1<sup>st</sup> preference will be given on a first-come first-served basis.**
- 15.04 All employees while on vacation shall receive from the Town of Woodstock the rate of pay for his classification; vacation pay shall be advanced to the employee before proceeding on vacation, if so requested.
- 15.05 Vacation entitlement shall be posted on or before the 31st day of January of each year, showing the day's vacation of each employee earned in the past year. Vacation lists shall be the responsibility of the Department Head.
- 15.06 **Employees when requesting vacation less than one week in duration shall inform the Employer forth-eight (48) hours prior to the commencement of the employee's requested period of vacation leave, whenever possible.**
- 15.07 For all employees, a vacation day and sick day shall be eight (8) hours.

**ARTICLE 16 – STATUTORY HOLIDAYS**

- 16.01 All employees covered by this Agreement (except employees of the Fire Department) shall be granted the following holidays with pay:

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

and all other days approved as public holidays by proclamation of the Governor-General of Canada, the Lieutenant-Governor of the Province of New Brunswick, or the Mayor of the Town of Woodstock.

Any employee who is scheduled to work on Christmas Eve and/or New Year's Eve, and whose schedule permits, shall have the last one-half working shift off with pay, which shall not exceed four (4) hours. In the event that any employee's schedule does not permit this time off on the above-mentioned days, he/she will be able to have equivalent time off with pay at a time that is convenient to the employee and supervisor.

- 16.02 Should any of the above holidays fall on Saturday or Sunday, the following Monday shall be considered the holiday.
- 16.03 (a) Employees of the Fire Department and the Recreation and Community Services Department who actually work on a holiday shall receive 1½ working days vacation

with pay, in addition to regular pay for that holiday. When a holiday falls on an employee's regular day off or vacation period, he shall receive one working day's vacation at the regular rate.

- (b) All other employees of the bargaining unit who are required to work on holidays shall receive overtime rate for working such holidays in addition to their regular pay.

16.04 In order to be eligible for pay for any one of the holidays, an employee must have performed at least sixty (60) days work in the preceding year, and must have worked on the regular working days immediately preceding the holiday and worked or reported for work on the regular working day immediately following the holiday.

### **ARTICLE 17 – SICK LEAVE**

17.01 Sick leave shall be as follows. All employees having completed one (1) month's continuous service, shall be granted one and one-quarter (1¼) days sick leave with pay. Thereafter employees shall receive one and one-quarter (1¼) days per month up to a maximum accumulation of two hundred (200) days.

17.02 (a) Sick pay to become effective on day that the Town of Woodstock is notified of illness. Medical examinations may be required of any employee at the request of the Chief Administrative Officer.

(b) A doctor's certificate will be required after two (2) days absence due to sickness or at the request of the Employer, in which case a physician appointed by the town and cost paid for by the Town.

(c) If an employee is on Workers' Compensation, the Employer may request copies of the employee's medical documentation.

17.03 Each permanent employee with more than one year's service on the date this Agreement becomes effective shall contribute three (3) days from his accumulated sick leave for the purpose of establishing a sick leave bank. All sick leave accruing to employees over and above 200 days shall be credited to the sick leave bank until contributions collectively result in an accumulation of 500 working days.

17.04 The Union shall receive a complete record of days on credit for members individually and total days credited to the bank at the end of each calendar year.

17.05 Applications for an allotment from the sick leave bank may be made by an employee who has suffered a major illness or who has suffered an injury which is not compensatory under the *Workers' Compensation Act*, and shall be subject to the approval of the Union executive and of the Town Council upon production of appropriate medical certificates.

17.06 No allotment from the sick leave bank shall be approved unless and until the employee concerned has exhausted his entire annual and accrued sick leave allotment and all his annual vacation.

17.07 An employee may use, in any one calendar year, up to three (3) days of sick leave for the following:

- (a) emergency care for child or spouse;
- (b) scheduled treatment visits (non-emergency) outside of the community for child or spouse

provided that all vacation and time off in lieu credits have been used.

## **ARTICLE 18 – LEAVE OF ABSENCE**

- 18.01 (a) Should an employee covered by this Agreement request an unpaid leave of absence, personal or otherwise, the same may be granted to a maximum of twenty (20) working days.
- (b) Should an employee covered by this Agreement request an unpaid leave of absence, personal or otherwise, exceeding 20 working days, the same may be granted to a maximum of sixty (60) working days in any one year period. Should more time be requested, the employee shall request said leave which may be granted at the prerogative of the Town Council. While on leave of absence the employee's seniority shall continue. Pay and vacation do not accrue while on leave of absence. Employees who want group benefits and pension to continue shall pay 100% of the costs associated with their benefits.
- 18.02 Bereavement Leave – In the event of a death in the immediate family of an employee covered by this Agreement, said employee shall be entitled to five (5) days bereavement leave with pay.
- 18.03 (a) Immediate family shall mean: mother, father, sister, brother, wife, husband, child, and step parents.
- (b) Three (3) consecutive days will be allowed in the event of the death of grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, or brother-in-law, son-in-law, daughter-in-law.
- (c) One (1) working day shall be allowed in the event of the death of an aunt or uncle.
- (d) An employee who is appointed as an executor for an estate will be granted up to three (3) days leave with pay.
- (e) One (1) working day will be allowed for pallbearer providing it falls on a working day.
- (f) The Employer agrees to pay the funeral expenses for employees up to a maximum of \$5,000 (five thousand dollars) for any employee who is killed in the performance of his duties.
- (g) An employee who is on vacation and suffers a loss covered by bereavement leave shall be entitled to use his bereavement leave and have his vacation rescheduled.
- 18.04 Union Conventions – Leave of absence with pay and without loss of seniority shall be granted upon request to any **two (2) employees** elected or appointed to represent the Union at two (2) Union conventions in any one year. The Union will reimburse the Town of Woodstock for wages so paid during such leave of absence.

- 18.05 General Emergency – During a state of general emergency any employee joining any of the branches of the armed forces of Canada, including the Merchant Marine, shall on application, be granted leave of absence and on his return to the Town of Woodstock's employment, shall maintain his seniority rights and be entitled to any general pay increases and maintain his right of promotions, provided he returns to work with the Town of Woodstock within three (3) months of the date of discharge from the above mentioned forces, unless he is classified by government as wounded.
- 18.06 Union Representation – No employee shall undertake to represent the Union without proper authorization. The Union will supply a list of names of its officers and likewise the Town will supply a similar list.
- 18.07 Negotiations Committee – Any representatives of the Union on the Negotiating Committee shall have the privilege of attending negotiations held within working hours with pay.
- 18.08 Maternity Leave – Maternity leave shall be granted for pregnancy to an employee as follows:
- (a) Not later than the twentieth 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 twelve 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 twelve weeks before the anticipated delivery date.
  - (d) Maternity leave shall terminate not less than six weeks following delivery. Upon production of a medical certificate that she cannot commence her duties, leave shall be extended to a maximum of six (6) months following delivery. An employee returning to work from maternity leave shall be reinstated to her previously held position.
  - (e) Employees entitled to maternity leave shall be permitted to use ten (10) working days of their accumulated sick leave credits while on maternity leave.
  - (f) Employees shall continue to accrue all benefits while on maternity leave, at the rate she would have earned if she were working her regular hours. Employee shall be responsible for her share of the benefits cost.
- 18.09 Parental Leave is a period of leave without pay to which an employee is entitled to under the provisions of the New Brunswick *Employment Standards Act* and the *Employment Insurance Act*, upon the birth or adoption of a child

It is recognized that there may be very little notice provided to the employee by the adoption agency; however, it is expected that the employee will not notify the Employer that application to adopt has been made and of his/her intention to take parental leave.

- (a) On return to duty after a period of parental leave, the employee shall be placed in the position that he/she held prior to going on parental leave, with the appropriate wage rate and benefits.

- (b) Maternity and Parental leave shall be a maximum of 52 weeks combined.
- (c) Parental leave may not be counted as pensionable service.

18.10 Paternity or Adoption – An employee shall be entitled to one (1) day's leave of absence with pay for the birth or adoption of a child.

#### **ARTICLE 19 – LAYOFF AND RECALL**

- 19.01 When staffs covered by this Agreement are reduced, senior employees will be retained.
- 19.02 An employee whose position is abolished, or who is displaced, shall be entitled to exercise his seniority, displacing a junior employee.
- 19.03 A laid off employee shall be returned to the service in order of seniority, as vacancies occur, provided that 12 months has not elapsed since his layoff.
- 19.04 A laid off employee who fails to report for duty, or give satisfactory reason in writing for not doing so, within five (5) working days from date of notification by personal advice or registered mail to his last known address known to the Employer, shall forfeit his seniority rights and his name shall be removed from the seniority list.

#### **ARTICLE 20 – RETIREMENT AGE**

- 20.01 The normal retirement age for the purpose of this Agreement is sixty-five (65) years. A member of the Town of Woodstock pension plan with at least five (5) years of continuous employment may retire at any time within the 120-month period prior to his normal retirement date. Provisions of the Town of Woodstock pension plan, revised and restated as at November 1, 2001, apply to retirement pension benefits.
- 20.02 (a) Retirement Allowance – When an employee having continuous service of five (5) years or more retires due to disability, death, or age, the employer shall pay such an employee or beneficiary a retirement allowance equal to two (2) days pay for each full year of continuous service, but not exceeding fifty (50) days pay at the employee's regular rate of pay. After twenty (20) years of service an employee shall be paid the above retirement allowance if he terminates his employment for any reason, other than an employee who is discharged and not reinstated. An employee will also be paid at the employee's regular rate of pay an allowance equal to one quarter of the employee's accumulated sick leave time.
- (b) Upon retirement of an employee, the employer shall place all sick leave credits held by the retiring employee into the sick leave bank as per Article 17.03.



## **ARTICLE 21 – SAFETY AND HEALTH**

- 21.01 The Union and the Town of Woodstock shall co-operate in continuing and perfecting the safety measures now in effect.
- 21.02 Provisions of the *N.B. Occupational Health and Safety Act* shall apply.
- 21.03 All employees working in any dangerous capacity shall use all necessary safety equipment as recommended by the Safety Committee, the Department Head, or his Agent. It shall be compulsory to wear and use such recommended safety equipment.
- 21.04 Time spent by employees in performance of their duties during regular hours of work as members of the Joint Safety Committee shall be considered as time worked, and payment shall be on the basis of straight time.
- 21.05 Transportation of Employees – 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.
- 21.06 All employees required to read meters will be supplied with protection from nasty dogs.

## **ARTICLE 22 – INJURED ON DUTY**

- 22.01 (a) When an employee is off work because of an accident or occupational illness resulting from his/her employment and which is accepted as compensable by the Workers Compensation Board, the Employer will supplement the WCB benefit to the extent permitted by WCB without offsetting the benefit payable by WCB.
- (b) The employee's benefit plans as per Article 24 (excluding LTD) will be maintained in effect by the Employer during this period that the employee is in receipt of benefits from WCB.
- (c) **The absence of an employee receiving Workers' Compensation benefits shall not be charged against the person's sick leave or vacation credits. Vacation and sick leave credits will continue to accrue for a period of six (6) months while the employee is absent and in receipt of Workers' Compensation benefits.**
- 22.02 Employees injured on duty shall be paid for the remainder of their shift if unable to return to work during that shift.
- 22.03 **Accommodations** – When an employee, who has become incapacitated by a handicap, an illness, advancing years or a temporary disability, is unable to perform his regular duties, the Town will make every reasonable effort to relocate the employee in a position or job consistent with his disability, incapacity, or age. The Town shall not displace any other employee except a probationary employee from his position in order to effect this relocation.

**ARTICLE 23 – WAGES AND ALLOWANCES**

23.01 (a) Wage rates shall be in accordance with Appendix "A" which shall be attached to and become a part of this Agreement.

(b) Re Classifications

Labourer: General labour in Public Works or Water /Sewer Department involves flagging, general construction and carpentry with supervision. Labourers will not operate trucks/equipment but may operate trucks up to one ton. Labourers involved in training for larger than one-ton trucks may operate such trucks but shall be accompanied by a Truck Driver or Operator at all times during such training period except when training is provided by private agency.

Truck Driver: In addition to Labourer functions, employees will also operate trucks up to 28,000 lbs GVW for plowing and general trucking functions. Operators of Trackless/Bombardier/Farm Tractor are included in this position. Training on loader or backhoe may be provided at this level, however such Truck Driver shall be accompanied by an Operator at all times during the training period except when training is provided by private agency.

Operator: In addition to Labourer and Truck Driver functions, employees will also operate front-end loaders and backhoes on a regular basis.

23.02 Long Service Pay – Employees shall be paid long service pay calculated as follows:

5 – 10 years continuous service	-	\$200.00
11 – 15 years continuous service	-	\$225.00
over 15 years continuous service	-	\$275.00
over 20 years continuous service	-	\$325.00.

For the purpose of calculation, December 1<sup>st</sup> of each year will be used, and the amount is to be paid the first pay period in December.

23.03 Pay Days – Town of Woodstock shall pay every two weeks and employees shall be paid by noon every second Thursday.

23.04 New Positions or Classifications – The wages to be paid for any position created during the life of this Agreement shall be negotiated by the parties hereto.

23.05 Attending Court – In cases in which the Town of Woodstock is involved, employees who lose time by reason of being required to attend Court or Coroner's Inquest, or to appear as witnesses, will be paid for time so lost. If no time is lost, they will be paid for actual time held. Any fee or mileage accruing shall be assigned to the Town of Woodstock.

23.06 Legal Fees – The Employer shall pay all legal costs for any actions taken against an employee, by virtue of performance of his employment, if the action is taken against both the employee and Employer.

23.07 Shift Differential – All non-overtime hours of work performed between twelve (12:00) midnight and eight (8:00) a.m. shall receive forty-five cents (45¢) per hour in addition to regular rate.

23.08 Employees who supply tools in the performance of their duties shall have replacement made only when not recoverable by other means, such as warranty, insurance or replacement by employee who lost the tool. Complete listing to be supplied to the Employer in order for this replacement to apply.

23.09 Tool Insurance – The Employer shall provide fire and theft insurance covering the tools and equipment owned by the Mechanic and used in the performance of his duties.

#### **ARTICLE 24 – WELFARE BENEFITS**

24.01 (a) Group Life Insurance – The Town of Woodstock shall cover all permanent employees with Group Life Insurance in the amount of two times annual salary of the employee, Double Indemnity, the Employer to pay 100% of the premiums.

(b) Long Term Disability – The employee will pay 100% of the premiums.

24.02 Retirement Pension Plan – The Town of Woodstock Pension Plan established in February 1975 shall provide benefits to eligible employees in accordance with the specific terms and provisions set out in the Master Plan. The Master Plan shall be kept on file in the Town Office and one copy distributed, on request, to each employee.

24.03 Health Care Plan shall be paid for equally by the Employer and the Employees.

#### **ARTICLE 25 – LABOUR/MANAGEMENT MEETINGS**

25.01 For the efficiency of the service it is agreed by both parties to this Agreement that a Management/Labour Relations Committee be set up. This committee shall meet at the call of the Chair and four (4) days notice shall be given to the committee members. The first meeting of this committee shall be called within thirty (30) days following the signing of this Agreement. The size of the Committee shall be set by mutual agreement between the parties. The committee shall consist of equal numbers of members from the Employer and from the Union.

25.02 The responsibility for setting up this committee will be left with the Chief Administrative Officer for the Town Council and the President of Local 719 for the Union.

#### **ARTICLE 26 – CLOTHING ISSUE**

26.01 Public Works, Water/Sewer and Recreation Departments – The Town of Woodstock shall maintain and supply suitable identifiable rubber clothing, rubber boots, hard-toe boots (supplied by Town).

(a) Summer clothing will be issued by May 1<sup>st</sup> of each year to consist of the following:

- 1 pair steel toe boots (winter or summer employee's choice)
- 1 pair coveralls or one workpants and shirt
- 1 raincoat

- (b) Winter clothing will be issued by October 1<sup>st</sup> each year and to consist of the following:
  - 1 pair winter coveralls or workpants and shirt;
  - 1 pair rubber overshoes or toe rubbers; and
- (c) Employees working in asphalt may receive additional footwear.
- (d) Employees to be issued suitable work gloves as needed.

26.02 Uniforms and Equipment (Fire Department)

- (a) All fire department personnel shall be supplied with dress uniforms issued as per the following schedule, namely one regular uniform consisting of tunic and two pair of trousers every second year, with one additional pair of trousers as required; one summer uniform of light weight quality, every third year to consist of two pair trousers and three uniform shirts and summer tunic only when required; one summer uniform cap every two years; three uniform shirts and two black ties every year; one pair of coveralls or dungarees every second year; one (1) winter cap and one (1) pea jacket and one (1) burberry every third year, or when required; two pair dress shoes per year; one (1) cap badge and one (1) tunic badge when required. This equipment to be issued by May 1<sup>st</sup> of the year required and equipment for new employees to be ordered within 30 days after completion of probationary period. Any of the above-mentioned equipment destroyed in the line of duty to be replaced immediately.
- (b) Each employee shall be supplied with protective clothing for performance of duty, consisting of one pair of fireman's rubber boots, one water proof coat and one protective helmet, said clothing to be furnished as required.
- (c) Clothing and equipment listed above to be worn only while on duty or with the permission of the Fire Chief.
- (d) Any employee upon leaving the Department shall return all uniforms and equipment listed above to the Department.

26.03 Uniforms and Equipment (Recreation and Community Services Department)

- (a) Civic Centre Pool Staff – Pool Shoes and swimsuits to be supplied by the Employer on an "as needed" basis. The Employer will replace worn clothing on a timely basis.
- (b) Civic Centre Maintenance Workers – One winter coat issued every two years or as required. (In addition to clothing issued for Recreation Department outside work.)
- (c) Civic Centre Cleaners – One pair of steel-toe shoes, two pair of workpants and two shirts (or sweatshirts).
- (d) Recreation Department Workers (Outside) – One pair of steel toe boots or shoes, two pairs of coveralls or workpants and two shirts (or sweatshirts).

## **ARTICLE 27 – LOCKERS**

27.01 All employees shall be provided with a locker for the keeping of clothing and small exhibits.

## **ARTICLE 28 – REPRESENTATIVE OF NATIONAL UNION**

28.01 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Town of Woodstock.

## **ARTICLE 29 – RULES GOVERNING TERMINATION OF EMPLOYMENT**

29.01 No fireman truck driver shall be at liberty to resign his office, or to withdraw from the duties thereof unless expressly allowed to do so in writing by the Chairman of the Fire Committee, or unless he gives to such Chairman one month's notice in writing of his intention to so resign or withdraw and every fireman who resigns or withdraws without such leave or notice is liable to forfeit all arrears of pay then due to him, or to a penalty of not more than twenty dollars, to be recovered as herein before provided. The Employer will also be required to give one month's notice of layoff or one month's pay in lieu thereof on the layoff of any employee or employees, except for discipline dismissals.

## **ARTICLE 30 – COPIES OF AGREEMENT**

30.01 Town of Woodstock shall supply one copy of the contract to each employee and six extras for the President.

## **ARTICLE 31 – DURATION AND TERMINATION**

31.01 Precedence of Legislation – In the event that any law passed by the legislature of the province applying to 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 this Agreement. Either party may request the negotiation of a new provision by giving written notice to the other party within sixty (60) days of the law being proclaimed. Such negotiations shall be conducted in accordance with the *Industrial Relations Act*.

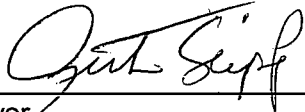
31.02 This Agreement supersedes all previous agreements and shall endure and be binding not only on the parties hereto mentioned but also their respective successors.

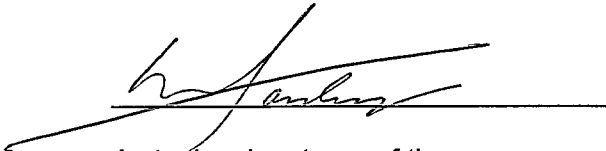
31.03 This Agreement shall be binding on both parties from **January 1, 2009** to **December 31, 2012** and thereafter shall continue in force from year to year unless notice in writing is given sixty (60) calendar days prior to December 31, **2012** by either party to the other of a desire to negotiate a new working agreement or to amend the existing working agreement. Upon receipt of such notice, negotiations to conclude an agreement shall commence within twenty (20) days following such notice.

IN WITNESS WHEREOF the parties have signed this 2 day of December, 2009.

SIGNED, SEALED AND DELIVERED  
In the Presence of:

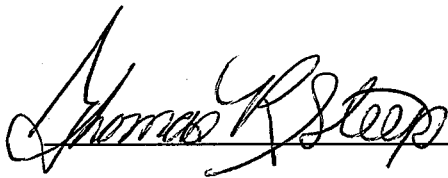
THE TOWN COUNCIL OF THE TOWN  
OF WOODSTOCK, N. B.


  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
As to the signatures of the  
Town of Woodstock, N. B.

  
\_\_\_\_\_  
Director of Administrative Services

WOODSTOCK TOWN EMPLOYEES,  
LOCAL UNION NO. 719, CANADIAN  
UNION OF PUBLIC EMPLOYEES

  
\_\_\_\_\_  
As to the signatures of the  
Woodstock Town Employees,  
Local Union No. 719,  
Canadian Union of Public Employees

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Recording Secretary

**APPENDIX "A"**

**WAGE RATES**

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<b>CLASSIFICATION</b>	<b>Jan. 1,</b>	<b>Jan. 1,</b>	<b>Jan. 1,</b>	<b>Jan. 1,</b>
	<b><u>2009</u></b>	<b><u>2010</u></b>	<b><u>2011</u></b>	<b><u>2012</u></b>
	<b>1.5%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
Labourer	\$14.37	\$14.65	\$14.94	\$15.23
Truck Driver	\$19.17	\$19.55	\$19.94	\$20.33
Operator	\$19.37	\$19.75	\$20.14	\$20.54
Mechanic	\$19.37	\$19.75	\$20.14	\$20.54
Fire Truck Driver	\$19.37	\$19.75	\$20.14	\$20.54
Working Foreman	\$20.82	\$21.23	\$21.65	\$22.08
Maintenance Cleaner	\$14.37	\$14.65	\$14.94	\$15.23
Head Lifeguard/Instructor	\$12.83	\$13.09	\$13.35	\$13.62
Lifeguard (Full-time)	\$12.20	\$12.44	\$12.68	\$12.93
Lifeguard (Part-time)	\$ 8.72	\$ 8.89	\$ 9.06	\$ 9.24
General Worker (Civic Centre)	\$ 7.49	\$ 7.63	\$ 7.78	\$ 7.93
Receptionist (Part-time)	\$ 9.83	\$10.02	\$10.22	\$10.42

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**LETTER OF UNDERSTANDING**

between

**TOWN OF WOODSTOCK**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 719**

**PART-TIME EMPLOYEES**

1. **All part-time employees employed as Maintenance Cleaner at the Carleton Civic Centre shall receive the following wage adjustments:**

**Increasing from 75% to 77% of the Truck Driver's rate of pay effective January 1, 2010;**

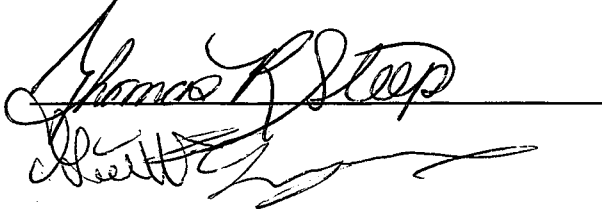
**Increasing to 79% of the Truck Driver's rate of pay effective January 1, 2011;**

**Increasing to 80% of the Truck Driver's rate of pay effective January 1, 2012.**

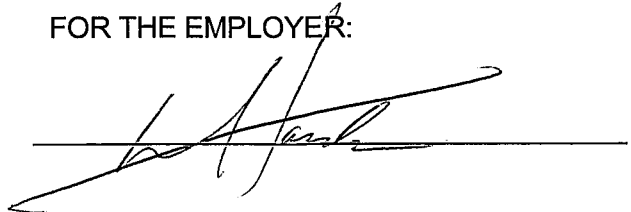
2. A part-time employee shall be eligible for pension benefits as defined in the Town of Woodstock pension plan.
3. A part-time employee may opt to join group health and group life insurance programs where eligible and the employee shall pay 50% of the cost on a prorated basis according to hours worked.
4. A part-time employee shall gain seniority during term of employment with respect to recall, permanent positions and shall earn prorated benefits, but shall not be considered a regular or permanent employee.
5. A part-time employee shall pay union dues.
6. A part-time employee shall be paid for actual hours worked at the regular rate of pay as per Item No. 1 for a maximum of 44 hours per week.

Signed this 2 day of December, 2009.

FOR THE UNION:

  
\_\_\_\_\_

FOR THE EMPLOYER:

  
\_\_\_\_\_



## AGREEMENT

Between: The Town of Woodstock  
"The Town"

AND

Local Union 719, Canadian Union of Public Employees  
"The Union"

This agreement is the sole document and agreement between the parties on the matter of contribution rates for the Municipal Employee Pension Plan existing and covering the employee of the Union.

It is agreed by the parties that:

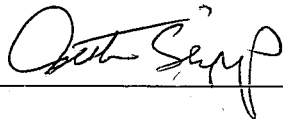
1 - The following percentage rate shall be the contribution rates of the Union Membership enrolled in the Municipal Employee Pension Plan:

- January 01, 2010 to December 31, 2012 - 10%
- January 01, 2013 to December 31, 2013 - 9%

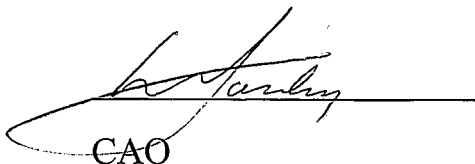
2 - This agreement expires on December 31, 2013.

Dated at Woodstock, NB this      day of November, 2009.

For the Town of Woodstock



Mayor



CAO

For CUPE Local 719

