

# **COLLECTIVE AGREEMENT**

**between**

**MUNICIPALITY OF EASTERN CHARLOTTE**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2818  
(OUTSIDE WORKERS)**

**January 1, 2022 - December 31, 2023**

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THIS AGREEMENT made this \_\_\_\_ day of **February 2023**

BETWEEN:

**Municipality of Eastern Charlotte, NB**  
hereinafter called the "EMPLOYER",

AND

Canadian Union of Public Employees Local 2818,  
hereinafter called the "UNION".

### **ARTICLE 1 PREAMBLE**

1.01 It is the intention of the parties to this Agreement to set forth certain terms and conditions of employment relating to pay, hours of work and other terms and conditions affecting employees covered by this Agreement.

### **ARTICLE 2 MANAGEMENT RIGHTS**

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

2.03 Without limiting the generality of the foregoing, it is agreed that the Employer has the exclusive right to:

- a) Hire, transfer within the Department, and for just cause, discharge, discipline and demote;
- b) Classify, promote and assign employees;
- c) To be the judge of the qualifications of employees;
- d) To determine the numbers and jobs of employees required from time to time consistent with proper public services;
- e) To maintain order, discipline and efficiency;
- f) To determine schedules, methods, sequences and locations of operations;
- g) To lay-off employees if necessary;
- h) To make and enforce reasonable rules for the maintenance of discipline and efficiency and the protection of life and property. The Employer shall not exercise its rights in a manner which is inconsistent with the express provisions of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through grievance and arbitration.

*JG-*

- 2.04 Union Officers and Committee Members  
Union officers shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.

### ARTICLE 3 RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees covered by Certification Order No. IRRB 1-26-83 and job classifications listed in Schedule "A" of this Collective Agreement.
- 3.02 No employee or group of employees, as defined in **Article 3.01** shall be required or permitted to make any written or verbal agreement with the Employer which conflicts with the terms of this Collective Agreement.
- 3.03 Work of Bargaining Unit
- a) The Employer agrees that persons whose jobs (paid or unpaid) are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except as provided for in (b) following and in Article 30.
  - b) The Employer agrees that should the **Municipality** receive grants to carry out projects in the **Municipality**, the acquisition of said grants shall not result in the lay-off of any regular employee.

### ARTICLE 4 DEFINITIONS

- 4.01 "Employee" means any person **who is employed in the Bargaining Unit.**
- 4.02 "Probationary Period" means the initial period of employment during which an employee is evaluated. The probationary period shall be three months from the date **of hire.**
- 4.03 A "lay-off" is defined as a temporary, prolonged or final separation from employment, a result of lack of work.
- 4.04 "Emergency" is something not known twelve (12) hours in advance.

JG.

**4.05** "Casual Employee" is an employee hired to replace an absent employee or respond to a temporary increase in workload. Casual employees are not covered by this Agreement until they have completed their probationary period, five hundred and twenty (520) hours of work in a calendar year. A casual employee who has worked more than five hundred and twenty (520) hours in a calendar year shall benefit from all of the provisions of this Collective Agreement, with the exception of benefit plans and pension, which are available to full-time employees only.

**4.06** The parties agree that the Employer may hire students enrolled in a public or private school or any post-secondary program between the period of April 15th to September 15th of each year.

Hiring students must not reduce the regular hours of work for permanent employees or result in layoffs or non-recall of permanent employees on the recall list as defined in Article 14.

Students shall not be subject to the Collective Agreement and/or its rates of pay.

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

**5.01** No discrimination will be made in the employment, retention or condition of employment because of membership in the Union or for accepting position, or serving on committees representing employees covered by this Agreement.

**5.02** Each of the **parties** hereto agrees to abide by the provisions of the Canadian and New Brunswick Human Rights Acts.

#### **ARTICLE 6 UNION SECURITY**

**6.01** All future employees of the Employer shall, as a condition of continued employment, become and remain members of the Union within thirty (30) days of employment with the Employer.

**6.02** New Employees  
**The parties agree to cooperate and acquaint new employees with the conditions of employment set out in Article 6 and Article 7. The Employer agrees to provide each new employee with a copy of the Collective Agreement. At the request of the Union, the employee and union representative will be permitted thirty (30) minutes to be scheduled during working hours, at a time agreeable to the Employer, during which the Union may acquaint the employee with the structure, benefits, and duties of union membership.**

JL.

## ARTICLE 7 CHECK-OFF OF UNION DUES

- 7.01 Check-off  
The Employer shall deduct and forward to the Secretary-Treasurer of the Union monthly dues of all employees who have been employed for a minimum of thirty (30) days, accompanied by a list of the names of all employees from whose wages the deductions have been made.
- 7.02 Deductions  
The Employer agrees to make such deductions from the first pay of each month and forward the same to the Secretary-Treasurer of the Union not later than the twenty-fifth (25) day of the same month, together with a list of all employees from whose wages the deductions have been made.
- 7.03 Dues Receipts  
At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each union member in the previous year.

## ARTICLE 8 CORRESPONDENCE

- 8.01 Any notices or written communication by either party concerning this Agreement should be sufficiently given if mailed and delivered to:

Recording Secretary CUPE Local 2818

and in the case of the Employer to:

Chief Administrative Officer  
**Municipality of Eastern Charlotte**  
**1 School Street**  
**St. George, NB E5C 3N2**

## ARTICLE 9 BARGAINING MANAGEMENT RELATIONS

- 9.01 Representation  
No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without prior authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers.

Jb.

- 9.02 Representative of Canadian Union of Public Employees  
The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the, Employer. Such representative shall, upon requesting permission which shall not be unreasonably denied, have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, and such representative shall be accompanied by a representative of the Employer at all times.
- 9.03 Employer Representatives  
The Employer shall have the right at any time to have the assistance of consultants, legal or otherwise, when dealing with the Union.
- 9.04 Meeting of Committee In the event either **party** wishes to call a meeting to discuss items of mutual interest, the meeting shall be held at a time and place fixed by mutual agreement. It is further understood and agreed that half of the meetings will be held during working hours and half of the meetings will be held outside working hours.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

- 10.01 Definition of a Grievance  
A grievance is defined as a difference or a dispute between the **parties** relating to the interpretation, application or administration of the agreement of an allegation that the Agreement has been violated, and includes any question as to whether a matter is arbitrable. When such grievances arise the following procedure shall apply:

### Step One

Within fourteen (14) calendar days after the alleged grievance has arisen, the employee shall present his grievance in writing, either by personal service or by mailing by registered mail, to the person designated by the Employer as the first level in the Grievance procedure. If the employee receives no reply or does not receive satisfactory settlement within fourteen (14) calendar days from the date on which he presented his grievance to the person designated as the first level in the grievance procedure, the employee may proceed to step two.

JG.

### Step Two

Within fourteen (14) calendar days from the expiration of the fourteenth (14th) day of the fourteen (14) day period referred to in step one, the employee shall present his grievance in writing at the second level of the grievance process, either by personal service or by mailing by registered mail to the **Municipal** Council. The **Municipal** Council shall reply to the grievance in writing to the employee within fourteen (14) calendar days from the date which the grievance was presented to the **Municipal** Council. Should the employee not receive a reply or satisfactory settlement of his grievance within fourteen (14) calendar days from the date on which he presented his grievance to Council, the employee can proceed to arbitration within thirty (30) calendar days of the date on which he should have received a reply from the **Municipal** Council.

- 10.02 The Employer or Union shall have the right to file a policy grievance which shall be filed at step two. A policy grievance shall be defined as a grievance which affects the interpretation, application or alleged violation of this Agreement as it applies to more than one employee.
- 10.03 The time limits specified herein may only be extended by the mutual agreement which shall be in writing.
- 10.04 The Union or the employee will have the right to have assistance by a representative of **CUPE** at any level of grievance procedure.
- 10.05 Any matter giving rise to a dispute directly between the Union and the Employer, or any grievance resulting in loss of pay, shall be commenced at step two of the grievance procedure within fourteen (14) calendar days after the alleged grievance has arisen.

## **ARTICLE 11 DISCHARGE, SUSPENSION AND DISCIPLINE**

- 11.01 Discharge, Suspension and Discipline
  - a) An employee may be dismissed only for just cause and only upon the authority of the Employer. Such employee and the Union shall be notified with forty-eight (48) hours in writing by the Employer of such dismissal.
  - b) An employee may be suspended or reprimanded by the Employer, but only for just cause. Such employee and the Union shall be notified within forty-eight (48) hours in writing by the Employer for such suspension or reprimand. A suspension without pay shall not exceed twenty-eight (28) calendar days.

Jc.

- 11.02 Warnings  
Whenever the Employer deems it necessary to **deliver a verbal warning** to an employee, in a manner indicating that **further discipline up to** dismissal may follow, the Employer shall within five (5) days thereafter give written particulars of such **warning**, to the Union, with a copy to the employee involved.
- 11.03 Unjust Suspension or Discharge  
When it has been determined through discussion during the grievance procedure that an employee has been disciplined by suspension without pay or by discharge without just cause and the matter has been settled to the satisfaction of both Parties, 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.
- 11.04 Before any warning, written or verbal, or disciplinary action can be placed on an employee's record, he shall be advised and provided with an opportunity to appear before the **Employer or their delegate** and have an opportunity to defend him/herself.

Each employee shall have the right to see and obtain a copy of his/her personal record by written request during regular business hours. Employees will have the right to Union representation in all meetings with the Employer which are disciplinary in nature.

## **ARTICLE 12 ARBITRATION**

- 12.01 The provisions of the *Industrial Relations Act* and regulations of the Province of New Brunswick shall apply to grievances lodged under the terms of this Agreement.
- 12.02 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, as mutually agreed, shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, as the Board may determine appropriate to finally settle the issues between the parties, as per the terms of this contract, and may give retroactive effect to its decision.

## **ARTICLE 13 SENIORITY**

- 13.01 Seniority Defined  
Seniority is measured by continuous length of service. Seniority dates from the time employees are recorded on the Village payroll.

JG.

13.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

13.03 Loss of Seniority

If an employee is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer, he shall not lose seniority rights. An employee shall only lose his seniority in the event:

- a) he is discharged for just cause and is not reinstated;
- b) he resigned or quits;
- c) he is absent from work in excess of **five (5)** working days without notifying the Employer, unless such notice was not reasonably possible;
- d) after lay-off, he fails to return to work within ten (10) working days, after being notified to do so, unless through sickness or other just cause, in which case the Employer may require a doctor's certificate. It shall be the responsibility of the employee to keep the Employer informed of his current address;
- e) if laid-off for a period of **twelve (12)** months or longer.

13.04 Retention of Seniority Rights

Should the Employer merge, amalgamate, or combine any of its operations or functions with another employer, the Employer agrees to the retention of seniority rights for all employees with the new Employer.

13.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the **Bargaining Unit** without his consent. If an employee does transfer to a position outside the **Bargaining Unit**, he shall retain all acquired seniority and accumulate seniority while outside the **Bargaining Unit**, provided this is mutually agreed in writing between the employee and the Employer.

JG.

## ARTICLE 14 LAY-OFF AND RECALL PROCEDURE

### 14.01 Lay-off and Recall Procedure

Both parties recognize that job security should increase in proportion to length of continuous service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority, **provided that the employee is qualified to perform the required work. Employees** shall be recalled in the order of their seniority, **provided they are qualified to perform the required work. No new employees will be hired to positions within the Bargaining Unit until all qualified employees on lay-off have been given the opportunity of recall.** Upon receipt of notice of recall by registered mail, the recalled employee shall return to work within fourteen (14) calendar days of receipt of the notice of recall. The Employer may fill a vacancy temporarily with an employee of lesser seniority. Should an employee require additional time prior to returning to work, he shall make application to the Employer for said time.

### 14.02 Notice of Lay-off

The Employer shall notify the employees on the seniority list who are to be laid off fourteen (14) calendar days before the lay-off is to be effective. If the laid off employee has not had the opportunity to work the fourteen (14) calendar days after notice of lay-off, he shall be paid in lieu of work for the part of fourteen (14) days during which work was not made available.

### 14.03 Grievances on Lay-offs

Grievances concerning lay-offs due to a reduction in the working force shall be initiated at step two of the Grievance procedure.

## ARTICLE 15 JOB POSTING

15.01 When a vacancy occurs or a new position is created inside the **Bargaining Unit**, the Employer shall post notice of the position in the Employer's offices and on all bulletin boards for a minimum of seven (7) calendar days and also notify the **Union** by registered mail in order that all employees of the Bargaining Unit will know about the position and be able to make written application thereto. The employees shall have fourteen (14) calendar days to make application for the above-mentioned positions. The Employer shall not advertise outside the Bargaining Unit until all employees have had an opportunity to apply and be considered for the above-mentioned positions.

*J.S.*

- 15.02 Information on Postings - Such notice shall contain the following information:
- a) Nature of Position
  - b) Qualifications
  - c) Required Knowledge and Education
  - d) Wage or Salary Rate or Range

The summary of qualifications shall be relevant to the position.

- 15.03 Role of Seniority in Promotions, Transfers and Staff Changes  
In making staff changes, transfers or promotions, the selections will be made on the basis of qualifications, ability, and seniority. Where qualifications and ability are relatively equal, seniority shall be the deciding factor.

## ARTICLE 16 HOURS OF WORK

- 16.01 The hours of work for employees covered under the Agreement shall be as follows:
- a) Public Works Employees: 8 hours per day, 40 hours per week, Monday to Friday.  
The hours of work presently enjoyed by employees shall not be changed unless the change is of a week's duration or more. If the hours of work are changed for less than a week, the employee shall receive time and one half for all hours worked outside his regular hours.
  - b) Arena **Shift**: Working schedule to be determined by the Employer.

## ARTICLE 17 OVERTIME RATES

- 17.01 All time worked beyond regular work day or regular work week shall be determined to be overtime unless otherwise agreed in writing between the parties.

- 17.02 Overtime  
Overtime shall be paid at the rate of time and one-half (**1 1/2**) except for Sundays and Holidays which shall be double time. Employees required to do **work** on Sundays will receive double time. Employees required to do **work** on Holidays will receive double time. **If an employee is required to work beyond their regular shift on a Sunday, this overtime is paid at the rate of time and one-half (1 1/2).**

**Overtime shall be calculated as follows:**

**An employee must work fifteen (15) minutes to qualify for first fifteen (15) minutes of overtime. Thereafter, overtime shall be calculated by rounding up in fifteen (15) minute increments.**

*J.S.*

Overtime shall be after eight paid hours per day, regardless of whether those paid hours were regular hours of work or used as vacation, sick leave, etc. For twelve (12) hour arena shifts, overtime shall be paid after the twelve (12) paid hours per day.

- 17.03 Overtime banked between January 1st and December 31st in any year shall be taken as lieu time or paid out by May 30th of the following year. There is no maximum on the number of hours that can be banked, however no more than fifty (50) hours may be carried beyond December 31st of the year in which they were accrued. Application for banked time off shall be made to the Employer not less than three (3) working days prior to the time off sought. The granting of such time off shall be at the discretion of the Employer subject to operational requirements. Overtime may be used to replace unpaid sick hours where requested by the employee.

#### ARTICLE 18 CALL OUT

- 18.01 Call outs shall be done as equally as possible between the employees on a rotating basis. Call outs shall be paid a minimum of three (3) hours at the prevailing overtime rate and shall be consistent with Article 17.02. Call outs will not apply to hours worked within one and one half (1 1/2) hours prior to the employee's regular scheduled shift or to hours worked immediately following the employee's regular scheduled shift. A meal break following the employee's shift will not justify a call out if employee is asked to return to work immediately following meal break. Employees must receive notice to return to work following meal break before the end of his/her shift. Employees qualify for a maximum of one (1) call out per calendar day.
- 18.02 Standby Pay  
Employees in the Bargaining Unit who are required to be on "standby" shall be compensated at the rate of **three (3)** hours pay per eight (8) hours on "standby". The **Chief Administrative Officer** will notify employees if they are required to be on "standby".

J.

## ARTICLE 19 LEGAL HOLIDAYS

19.01 All employees covered by this Agreement shall be granted the following holidays with pay:

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
New Brunswick Day  
Labour Day  
**National Day for Truth and Reconciliation**  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing 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 **Municipality**.

19.02 Should any of these holidays fall on Saturday or Sunday, the following Monday shall be considered the holiday. Should Boxing Day fall on Sunday, the following Tuesday shall be considered the holiday.

19.03 When a holiday falls on a day off for an employee working at the arena, such employee shall have the option to take the holiday either as pay or time off as long as no overtime costs are incurred by the Employer.

## ARTICLE 20 VACATION

20.01 Length of Vacation

Employees shall receive vacation credits on the following basis:

- less than **one** year - 1 1/4 working days a month to a maximum of 12 days per year
- one year and less than 5 years – **15** working days **per year**
- in the calendar year of the 5th anniversary and each year thereafter – 20 working days **per year**
- in the calendar year of the 15th anniversary and each year thereafter – 25 working days **per year**

- 20.02 All vacation pay to be as regular weekly earnings. Holiday pay, overtime, call-out pay, etc. is not included.
- 20.03 Vacation Pay on Termination  
An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- 20.04 Preference in Vacation  
Vacations shall be arranged between the employees on or before March 31st of each year subject to the approval of the Employer. Preference in choice of vacation dates shall be determined by seniority of service. No vacation shall be carried over from one year to the next, except by mutual agreement of the parties, to a maximum of five (5) days.
- 20.05 Vacation Schedule  
Vacation schedules shall be posted by March 31st of each year and shall not be changed except by mutual agreement. The vacation year shall be from January 1st to December 31st of each year.
- 20.06 Hospitalized during Vacation  
An employee who while on vacation becomes hospitalized will not use vacation credits, but use sick leave for the time spent in hospital. A medical certificate may be provided, if requested by the Employer.
- 20.07 Compensation for Holidays falling within Vacation Schedule  
If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time mutually agreed upon.
- 20.08 Employees requesting a single day's vacation shall make such request to the Employer no less than forty-eight (48) hours prior to the day the employee requests to take as vacation.

## ARTICLE 21 SICK LEAVE

- 21.01 Sick Leave Defined  
Sick leave means the period of time when an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- 21.02 Amount of Sick Leave  
Sick leave shall be earned by the employee on the basis of one and one **half** (1 1/2) days for every month of service up to a maximum of **two hundred and forty (240)** days. The Employer agrees to begin accumulating from January, 1983.

- 21.03 Proof of Illness  
A medical certificate will be provided from a doctor chosen by the Employer if asked for during the illness.
- 21.04 Advancement of Sick Leave  
An employee who has completed at least **two (2)** years of service and has exhausted his sick leave credits shall be granted an advance of twenty (20) additional days sick leave. Employees with at least ten (10) years of service will qualify for an advance of twenty-five (25) days. The employee shall repay these advanced days upon return to work.
- 21.05 Illness in the Family  
Where no one at home other than the employee can provide for the needs during illness of an immediate member of his/her family (as defined in Article 23.01), an employee shall be entitled, after notifying his/her supervisor, to use a maximum of five (5) accumulated sick days per illness to care for the member of the family who is ill. Proof of said illness may be required by the Employer.
- 21.06 Sick Leave Records  
Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.
- 21.07 Modified Work Program  
Employees of the Bargaining Unit agree to participate in the modified work program, as outlined in the two documents constituting Schedule "A" to this Agreement.
- 21.08 Sick pay to become effective on day that the **Employer** is notified of illness. Upon returning from sick leave, the employee is required to sign his sick leave record, which is kept by his Department Head.
- 21.09 Sick Leave Pay-out  
Upon retirement **due to disability or age, layoff or upon the death of the employee, the employee and/or their beneficiary will be paid any accumulated banked sick leave to a maximum of eighty (80) hours.**

## ARTICLE 22 UNION BUSINESS & CONVENTIONS

- 22.01 Union officers shall be permitted to leave their work without loss of regular pay to attend to Union business provided that they have obtained permission, which permission shall not be unreasonably withheld. The time away from regular work shall be spent on the handling of Union business.

22.02 Leave with pay and without loss of seniority shall be granted upon request to any one employee elected or appointed to represent the Union at a maximum of two (2) Union conventions in any one (1) year. The total absence for such conventions shall not exceed ten (10) working days per year.

22.03 The Union will reimburse the Employer for wages so paid during such leave.

## ARTICLE 23 LEAVE OF ABSENCE

### 23.01 Bereavement Leave

- a) In the event of the death of employee's **parent**, spouse, son/daughter, brother, sister, **grandchild, grandparent**; an employee shall be granted **seven (7)** regularly scheduled consecutive days leave with pay.
- b) In the event of the death of employee's father/mother-in-law, **brother/sister-in-law, son/daughter-in-law**; an employee shall be granted three (3) regularly scheduled consecutive days leave with pay.
- c) In the event of the death of an employee's aunt or uncle, **niece or nephew**, the employee shall be granted one (1) day leave on the day of the funeral.
- b) **Should the burial take place outside the Province, the employee may apply for travelling time which shall be up to two (2) additional days of bereavement leave.**

### 23.02 Mourner's Leave

One day leave shall be granted without loss of the regular rate of pay to attend a funeral as a pallbearer.

### 23.03 Emergency Leave

Employees shall be granted up to five (5) day's leave of absence without loss of pay in the event of being left homeless through fire, flood, or any **other major emergency event**, subject to the approval of the **Chief Administrative Officer**.

### 23.04 Maternity Leave

Employees entitled to Maternity Leave shall be permitted to apply up to ten (10) working days of their sick leave credits against their Unemployment Insurance Maternity Leave Benefit waiting period of two (2) weeks. The Employer agrees to continue to pay its share of Pension, Blue Cross and Group Insurance premiums and the employee agrees to pay her share of said premium. This **Article** shall only apply to female employees.

JG.

## ARTICLE 24 TEMPORARY ASSIGNMENT

- 24.01 An employee required to temporarily fill a position with a higher rate than that of his regular work shall receive the higher rate while so employed for a minimum of four (4) hours.
- 24.02 An employee required to temporarily fill a position with a lower rate of pay than that of his regular work shall not suffer any reduction in pay for the first thirty (30) days of said temporary assignment.

## ARTICLE 25 SAFETY

- 25.01 The Union and the Employer shall co-operate in continuing and perfecting all safety measures now in effect.
- 25.02 The Employer will maintain its equipment in accordance with Federal and Provincial Safety regulations and will make reasonable regulations for the safety and health of its employees during working hours. The Union agrees that it will direct its members to use the protective devices and other equipment provided by the Employer. The Union also agrees that it will encourage its members to promptly report conditions which might be dangerous to employees and the public and that it will do everything in its power to make the Employer's property and equipment safe, sanitary and dependable.
- 25.03 The Employer and the Union agree to abide by the provision of the New Brunswick *Occupational Health and Safety Act*.

## ARTICLE 26 CLOTHING ISSUE

- 26.01
- a) **The Employer will supply, through direct billing accounts or reimbursement, each employee up to seven hundred and fifty dollars (\$750) each year for the purchase of work wear. Purchases must be related to the work being done by the employee and in order to be reimbursed, receipts must be submitted. In addition, the Employer will provide two (2) pairs of summer coveralls for sewage treatment work.**

- b) **The Employer will supply the following safety equipment, if required, towards the performance of the tasks by the employee:**

**One (1) safety hat  
One (1) pair of safety glasses  
One (1) safety vest  
One (1) rain suit  
One (1) pair of winter and summer gloves  
One (1) pair of winter and summer rubber gloves**

- c) **The safety equipment in b) will remain the property of the Employer. The Employer will replace worn, torn or broken safety equipment that has been returned.**

## **ARTICLE 27 PAID JURY OR COURT WITNESS DUTY LEAVE**

27.01 The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service, excluding payment for travelling, meals and other expenses. The employee will present proof of service and the amount received.

## **ARTICLE 28 PAYMENT OF WAGES AND ALLOWANCES**

28.01 Payment of Wages and Allowances

- a) **Pay Days** - The Employer shall pay salaries and wages **at a minimum** every second week on a Thursday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, the employee shall be paid for all wages earned to the date one week previous; thus one week's pay shall always be held back. Employees shall be provided with an itemized statement of his or her wages and deductions. Where a regular payday falls on a holiday, pays shall be received the first previous banking day.
- b) **Method of Payment** - Employees may, at the option of the Employer, be paid by direct bank deposit or equivalent means or by pay cheque. Employees who do not wish to be paid by direct bank deposit or equivalent must so advise the Employer and will then be paid by cheque. Whether payment is by direct bank deposit or equivalent or by cheque, pay will be issued in accordance with Article 28.01a)

JG.

28.02 Vacation Pay  
Employees may, upon giving at least seven (7) calendar days' notice, receive on the last office pay preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.

28.03 Classifications

- a) Changes in Classification - Should a classification or position not covered by Schedule "A" be established during the term of this Agreement, the rate of pay for the classification shall be agreed upon with the Union and thereafter become part of Schedule "A" and form part of this Agreement. If agreement cannot be reached, the Employer shall set a rate and designate it as temporary.
- b) Within thirty (30) days of notification of a temporary rate, the Union may request the Employer to negotiate the rate for the classification, the negotiated rate if higher than the temporary rate, shall be retroactive to the time the position was first filled. If, as a result of these negotiations, the parties are unable to agree, the Union may within seven (7) calendar days refer the matter to Arbitration. An arbitrator will be selected in accordance with Article 12 of this Agreement and the Arbitrator shall be given the power to set a rate for the classification.
- c) No Elimination of Present Classification  
Existing classifications shall not be eliminated or changed without prior agreement with the Union.

28.04 Workers' Compensation

An employee who is injured on duty and who becomes eligible for *Workers' Compensation Act* benefits will receive those full benefits. The **Employer** will pay **one hundred percent (100%)** of the cost of any shared benefit while the employee is receiving WCB benefits.

28.05 **A mobile phone allowance of thirty dollars (\$30.00) per month will be given to all employees covered under this Collective Agreement who are required to use their personal phone and who are not issued work mobile phones.**

28.06 Meal Allowances

- a) Any employee who is required by the Employer to work through the lunch period shall receive either overtime or one and a half times off for the lunch period, to be taken at a mutually convenient time.
- b) The employer will reimburse each employee \$10.00 for breakfast if called in prior to 6:30 a.m., \$12.00 for lunch if required to work through the lunch period and \$18.00 if required to work overtime past 6:30 p.m.

On weekends and holidays reimbursement for meals will only be claimed

if actual time worked is four hours or more. All such requests must be authorized by the Chief Administrative Officer

## **ARTICLE 29 BENEFIT PLANS**

### 29.01 Group Health Plan

The Employer shall pay **fifty percent (50%)** of the cost of premiums of the Group Health Plan, and each employee shall pay **fifty percent (50%)** of the premiums.

### 29.02 Group Life Insurance

The Employer shall pay 50% of the cost of the premium for Group Life Insurance and each employee shall pay 50% of the premium. The Plan shall be as follows:

2 x the annual salary

Spouse: \$5,000.

Each Child: \$2,000.

### 29.03 Pension Plans

In addition to the Canadian Pension Plan, every employee shall join the New Brunswick Municipal Employees Pension Plan. The Employer and the employee shall make equal percentage contribution to the plan.

## **ARTICLE 30 CONTRACTING OUT**

30.01 The Employer agrees that there shall be no reduction of the regular work force by the subcontracting of work normally performed by the employees within the Bargaining Unit.

## **ARTICLE 31 GENERAL CONDITIONS**

31.01 The Union agrees that there shall be no strike, slow-downs, or interruption of work and the Employer agrees that there shall be no lock-out of members of the Union during the term of this Agreement. **Should either party violate** this Article, it shall become subject to Arbitration as per Article 12 of this agreement.

### 31.02 Changes in Agreement

The parties may by mutual agreement amend the terms of this Agreement.

### 31.03 Copies of the Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and duties under it. For this reason the Employer shall supply sufficient copies of the Agreement with no cost to the Union or its members.

31.04 Copies of all resolutions, by-laws, rules or regulations adopted by the Employer which affect employees in the Bargaining Unit will be forwarded to the Local Union

Recording Secretary and be posted on all bulletin boards.

31.05 Legal Fees

The Employer shall carry liability insurance to pay all legal and court costs as well as judgment costs if any, for any action against an employee by virtue of the proper performance of the employees' duties.

31.06 In the event that the Employer or the Province should mandate methods or machines, which require new or greater skills than are possessed by employees under the present method of operation, such employees shall be given training at their regular rate of pay as well as a reasonable opportunity to acquire the practical skills necessitated by their new methods or operation.

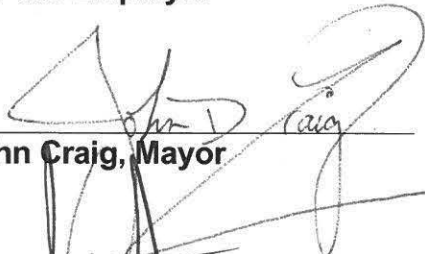
**ARTICLE 32 TERM OF AGREEMENT**

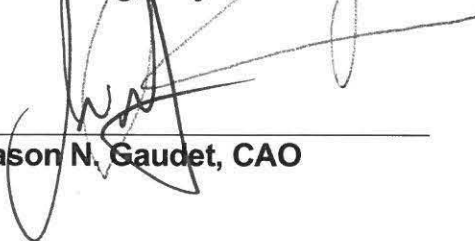
32.01 This Agreement shall be effective January 1, **2022** to December 31, **2023** and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by given written notice to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the expiry of this Agreement or any renewal thereof.

32.02 Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new agreement is signed, or the right to strike occurs, whichever occurs first.


**SIGNED, SEALED AND DELIVERED this 28 day of February, 2023  
IN THE PRESENCE OF:**


**For the Employer**

  
\_\_\_\_\_  
**John Craig, Mayor**

  
\_\_\_\_\_  
**Jason N. Gaudet, CAO**

**For the Union**

  
\_\_\_\_\_  
**Drew Dougan, President**

  
\_\_\_\_\_  
**Frank Richard, Member**

**SCHEDULE "A"**

	<b>January 1, 2022 alignment</b>	<b>January 1, 2023 6.5%</b>
<b>Public Works Foreman</b>	\$30.65	\$32.64
<b>Village Arena Foreman</b>	\$28.00	\$29.82
<b>Operator/Labourer</b>	\$26.28	\$27.99

- **Wages will be paid retroactive to January 1, 2022.**
- **The part-time classification has been removed and is understood to be a job status. Part-time employees will be paid the rate of the classification they work in.**

JG

LETTER OF INTENT  
between  
Municipality of Eastern Charlotte  
and  
CUPE Local 2818


Re: Wage Premium

The parties agree to discuss a wage premium, pay band system or new classification that reflect acquired training certifications, to incentivize employees increasing their qualifications to meet operational requirements of the Municipality.

Signed this 28 day of February 2023

For the Employer

  
\_\_\_\_\_  
John Craig, Mayor

  
\_\_\_\_\_  
Jason Gaudet, CAO

For the Union

  
\_\_\_\_\_  
Drew Dougan, President

  
\_\_\_\_\_  
Frank Richard