

COLLECTIVE AGREEMENT

between

CUPE / Canadian Union
of Public Employees

LOCAL 51

and



Expires: October 31, 2026

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This Agreement made this ____ day of June 2024.

BETWEEN:

S.P.C.A. (Moncton) Inc.,
"the Employer"

AND:

Canadian Union of Public Employees and its Local 51
"the Union"

ARTICLE 1 – PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- 1) To maintain harmonious relations between the Employer and the Union;
- 2) To establish clear conditions of employment;
- 3) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and service;
- 4) To ensure the Employer's operation functions efficiently and in accordance with its underlying core values;
- 5) To promote the morale, well-being and security of all employees in the Bargaining Unit.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

1.03 For the purpose of this agreement, a full time employee shall be one who is regularly scheduled for forty (40) hours per week. A part time employee shall be one who is regularly scheduled for less than forty (40) hours per week.

1.04 For the purpose of this agreement, vacation and sick leave benefits contained within shall be for all full-time employees. Vacation and sick leave benefits contained in this agreement shall be prorated annually for part-time employees hired after January 10, 2017.

1.05 A shift shall be defined as the hours scheduled to be worked in one calendar day. A cycle shall be defined as the group of shifts over a calendar 7 day week.

1.06 Part-time employees shall work and are guaranteed a minimum of sixteen (16) hours per week.

1.07 For the purpose of this agreement, the term "classification" shall mean, the title assigned to differentiate positions.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this agreement.

ARTICLE 3 – UNION RECOGNITION

- 3.01 Exclusive bargaining agent
The Employer recognizes the Canadian Union of Public Employees and its Local 51, as the sole and exclusive collective bargaining agent for all its employees, save and except managers, those above the rank of manager and those excluded by the *Industrial Relations Act* (the “Bargaining Unit”), and hereby agrees to negotiate with the Union or any of its authorized committees concerning wages, hours of work and working conditions. Co-op student, grant and community service workers shall be excluded from the Bargaining Unit and shall not detract from the regular working hours or perform the regular work of the Bargaining Unit employees.
- 3.02 Representation
The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit except through the Union. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 Employer Shall Not Discriminate
The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matters of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise based upon:
- (a) age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex or marital status, family relationship, place of residence, physical disability, or any other reason covered by the *Human Rights Act*;
 - (b) membership or activity in the Union.
- 4.02 Workplace Harassment and Bullying
The parties agree that harassment and bullying shall not be tolerated in the workplace.

(a) The parties recognize the right of all persons to exist in an environment free from sexual harassment, personal harassment and abuse of authority. Any employee guilty of sexual or personal harassment or abuse of authority will be subject to discipline.

(b) Sexual harassment means any sexual offensive actions or behaviour which is unsolicited, one-sided or coercive. It includes, but is not limited to, any conduct, comment, gesture or contact of a sexual nature which does or is likely to cause offence or humiliation to any person or threatens the person's well-being. Sexual harassment includes any reasonable perception by a person that a condition of the person's ongoing employment or any opportunity for training or promotion is based on conditions of a sexual nature.

Sexual harassment may be expressed in any number of ways, including:

- (i) Unnecessary touching or patting;
- (ii) Suggestive remarks or other verbal abuse;
- (iii) Demands for sexual favours;
- (iv) Leering or compromising invitations;
- (v) Physical assault; or
- (vi) Implied or actual threats to the person or the person's job.

(c) Personal harassment includes any behavior which takes place at or is related to the workplace, which denies an individual his or her dignity and respect or affects his or her job security by creating an intimidating, offensive, embarrassing or humiliating environment.

(d) Discrimination means treating people differently, negatively or adversely because of race, national or ethnic origin, colour, religion, age, pregnancy, childbirth, marital status, family status, disability, conviction for which pardon has been granted, sexual orientation, including gender identity and expression, political affiliation, or membership or activity in the union, in the absence of a bona fide occupational requirement as provided for by the *New Brunswick Human Rights Act*.

(e) Abuse of authority is a form of personal harassment that occurs when an individual improperly uses the power and authority inherent in his/her position to endanger an employee's job, undermine the performance of the job, threaten the economic livelihood of the employee, or in any way interfere with, or influence, the career of the employee. It includes intimidation, threats, blackmail or coercion. This does not include engaging in the normal exercise of normal management function.

4.03

Complaint Procedure

Any employee who believes that he or she is a victim of sexual or personal harassment or abuse of authority or discrimination may initiate a complaint as per the PAW Respectful Workplace policy. At any stage in this procedure, an employee may seek the assistance and/or involvement of a union representative.

- 4.04 If the complainant, the alleged harasser or any party is not satisfied with the resolution by the Executive Director, the matter may be grieved at step 3, as per Article 11.05 of the Collective Agreement.
- 4.05 The complainant may file a complaint under the applicable human rights legislation.
- 4.06 If a complaint is raised against the Executive Director, it will be referred to the Board of Directors. Upon Union request, the Employer shall provide the contact information of the current chair of the Board within 5 days after being requested.

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

- 5.01 All Employees To Be Members
Within one week of the signing of this agreement, all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union from the date of hiring.

ARTICLE 6 – CHECK-OFF OF UNION DUES

- 6.01 Check-Off Payments
The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.
- 6.02 Deductions
Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the Union not later than the first day of the following month, accompanied by a list of the names of employees from whose wages the deductions have been made. The list shall include the addresses and classifications of each employee upon the first remittance, and upon any change in address or classification.
- 6.03 Dues Receipts
The Employer shall include the amount of union dues paid by each member of the Bargaining Unit in the previous year on that member's T4 Statement of Remuneration Paid.

ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

7.01 Potential Employees

The Employer agrees to acquaint potential employees with the fact that this collective agreement is in effect, and with the conditions of employment set out in the articles hereof dealing with Union Security and Dues Check-Off.

7.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or Representative. The Steward or Representative will provide him/her with a copy of the collective agreement.

ARTICLE 8 – CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of or incidental to this agreement, shall pass to and from the Manager or Executive Director of the Employer the designated member of the Executive.

8.02 A copy of any correspondence between the Employer or its designate and any employee in the Bargaining Unit pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the Secretary of the Union or his/her designate.

ARTICLE 9 – LABOUR-MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Labour-Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Labour-Management Committee shall enjoy the full support of both parties in the interests of improved service to the animals in the care of the Employer, improved service to the public, and job security for the employees.

9.02 Role of Committee

Upon the request of either party, the Labour-Management Committee shall meet to discuss any issue(s) arising during the term of this collective agreement pertaining to employment, including performance of work, working conditions, rates of pay, hours of work and operational problems. All decisions following discussions at the Labour-Management Committee are at the discretion of the Employer, unless the parties have reached an agreement in writing.

9.03 Meeting of Committee

The committee shall meet upon request by either party. The meeting shall take place within four (4) days of the request.

ARTICLE 10 – BARGAINING RELATIONS

10.01 Union Bargaining Committee

The Union shall establish a bargaining committee (the “Union Bargaining Committee”) for the purpose of negotiating a new collective agreement. The Union will advise the Employer of the Union members of the Union Bargaining Committee.

10.02 Function of Union Bargaining Committee

All matters pertaining to collective bargaining, including rates of pay, hours of work and seniority, shall be negotiated between Union Bargaining Committee and the Employer.

10.03 Collective Bargaining Meeting

In the event either party wishes to call a collective bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than 20 calendar days after the request has been given.

10.04 Time Off For Meeting

Any representative of the Union Bargaining Committee who is in the employ of the Employer shall have the right to attend bargaining meetings held within working hours. Up to two of such representatives shall attend without loss of salary or benefits.

10.05 Technical Information

Within ten (10) days of a request by the Union, the Employer shall make available to the Union any budgets and financial settlements, job descriptions, job classifications and wage rates required for collective bargaining purposes and in the possession of the Employer.

10.06 Assistance in Collective Bargaining

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.

The Employer shall have the right at any time to have the assistance of advisors when dealing or negotiating with the Union.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee that the Steward represents in preparing and presenting his/her grievance in accordance with the grievance procedure.

11.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward.

11.03 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and dealing with union business as provided in this Article. The Union recognizes that each Steward is employed full time by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this agreement. Therefore, no Steward shall leave his/her work without obtaining the permission of his/her supervisor, which permission shall be given within an hour where practicable or as soon as possible thereafter.

11.04 Definition of Grievance

A grievance shall be defined as any difference arising out of

- (a) the interpretation, application, administration, or alleged violation of the collective agreement, or
- (b) a situation in which an employee feels he/she has been dealt with unjustly or improperly.

11.05 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

If a grievance arises which an employee wishes to take up with the Employer, the employee involved will first discuss the employee's difference with his/her immediate Manager. Such matter must be brought to the attention of the Employer within fourteen (14) calendar days of occurrence or of coming to the attention of the employee.

While the employee has the right to be accompanied by the employee's union representative, the employee must be present at this initial stage of the grievance procedure if available.

Step I

If the matter is not satisfactorily resolved by the employee's Manager, the Union Grievance Committee may present the grievance in writing to the Manager within fourteen (14) calendar days of the meeting with the supervisor.

Within fourteen (14) calendar days, after receipt of same, the Manager must reply in writing stating the adjustment made, if any.

Step II

If the Manager reply fails to resolve the grievance, or if no reply is received, the Union may then refer the matter within fourteen (14) calendar days of receiving the Manager's response, in writing to the Executive Director.

Within fourteen (14) calendar days, after receipt of same, the Executive Director must reply in writing stating the adjustment made, if any.

If the Executive Director's reply fails to resolve the grievance, or if no reply is received, the Union may then refer the matter within twenty-one (21) calendar days to arbitration in accordance with article 12.

- 11.06 Policy Grievance
Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step I of this Article may be by-passed.
- 11.07 Union May Institute Grievances
The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step I.
- 11.08 Grievance on Safety
An employee, or a group of employees, who allege that they have been requested to work under unsafe or unhealthy conditions, and having been unable to resolve the issue with the Operations Manager, shall have the right to file a grievance at the third step of the grievance procedure for preferred handling.
- 11.09 Replies in Writing
Replies to grievances stating reasons shall be in writing at all stages.
- 11.10 Facilities for Grievances
The Employer shall supply the necessary facilities for grievance meetings, where possible.
- 11.11 Time Limits
Except in case of mutual agreement to extend or otherwise amend, the time limits prescribed under the grievance procedure shall be mandatory. If the grievor or the Union fails to advance a grievance to the next step in the grievance procedure within the time limits specified, the grievance shall be considered abandoned and shall be inarbitrable. If the Employer fails to reply to a grievance at any step of in the grievance procedure within the time limits specified, the grievance shall be considered allowed by the Employer. The arbitrator shall not have the power to waive or remedy against non-compliance with time limits to take any steps in the presentation or advancement of a grievance, including its referral to arbitration.
- 11.12 Technical Objections to Grievance
No grievance shall be defeated or denied by reason only of a technical defect or typographical error. An arbitrator shall have the power to allow all reasonable amendments to the grievance and the power to remedy technical or drafting irregularities in the grievance, in order to determine the real matter in dispute and to render a decision the arbitrator deems just and equitable in light of the substantive provisions of this collective agreement. However, where particulars regarding a grievance were requested by the Employer prior to arbitration and such

particulars were not provided by the Union or if the amendments sought by the Union would substantially change the matters grieved, the arbitrator shall not have the power to allow amendments to a grievance.

ARTICLE 12 – ARBITRATION PROCEDURE

12.01 Application of the Industrial Relations Act

In any case in which arbitration shall be required under this agreement, the provisions of the *Industrial Relations Act* of New Brunswick and all Regulations thereunder shall apply.

12.02 Procedure

- (a) The Union shall, within twenty-one (21) calendar days of receiving the reply of the Executive Director at Step II of the grievance procedure, notify the Employer in writing that they wish to proceed to arbitration.
- (b) Within twenty-one (21) calendar days of receiving the Union's notice, the parties shall mutually agree on the selection of an arbitrator to hear the matter in dispute. In the event that the parties cannot agree on an arbitrator within that twenty-one (21) calendar days period, either party may apply to the Minister responsible for Industrial Relations for the Province of New Brunswick to request the appointment of an arbitrator.
- (c) The parties may, by mutual agreement, use a board of arbitration to hear any grievance. In that instance, each party will select their own nominee to the Board and the nominees will select a mutually acceptable chairperson, failing which the parties may apply to the Minister responsible for Industrial Relations for the Province of New Brunswick for the appointment of a chairperson.
- (d) The arbitrator or the Arbitration Board shall render their award within 30 days after the close of the hearing.

12.03 Decision Final and Binding

The findings and conclusions of the Board of Arbitration as to the facts of a particular case and the interpretation and/or application of the provisions of this agreement shall be final and binding upon both parties concerned, subject to either parties right to seek judicial review.

12.04 Location of Arbitration

Arbitration hearings shall be held in the Moncton area.

12.05 Expenses

The cost of the arbitration shall be borne in equal shares by the Union and the Employer, except that the fees and expenses of each nominee shall be the responsibility of the party that nominated him/her.

12.06 Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

12.07 Witnesses & Access to the Workplace

At any stage of the grievance or arbitration procedure, the parties may call any witnesses, including employees, necessary to present all evidence relevant to the grievance in question.

All reasonable arrangements will be made to permit the conferring parties or the Arbitration Board to have access to the Employer's premises to view any working conditions that may be relevant to the resolution of the grievance.

ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Progressive Discipline

The Employer accepts and will adhere to the principles of progressive discipline. The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Where appropriate, discipline will be preceded by counseling. Progressive discipline will typically consist of warnings and suspension prior to discharge. However, in extreme cases, employees may be discharged without progressive discipline.

13.02 Investigations

In the event the Employer sends an employee home pending investigation of an allegation that could result in discipline against that employee, the employee shall continue to be paid unless the investigation proves suspension without pay is warranted. Unless the investigation results in disciplinary action, no record of the incident will be placed in the employee's file.

13.03 Designation of Supervisor

Every employee shall be notified of the name of his/her immediate designated supervisor.

13.04 Right to Have Steward Present

An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.

A Steward or local union officer shall have the right to consult with a CUPE staff representative and to have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

13.05 Adverse Reports

(a) The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work before the expiry of that employee's next ten (10) regular shifts, with copies to the Secretary of the Union (or a delegate). This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of

his/her record for use against him/her in regard to discharge, discipline, promotion, demotion, or other related matters. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record as per article 13.09.

- (b) The record of an employee shall not be used against him/her at any time after eighteen (18) months following a suspension or disciplinary action, providing no other instance of disciplinary action in respect to the employee has been recorded during that period, including letters of reprimand or any adverse reports.
- (c) Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified

13.06

Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating that discipline or dismissal may follow:

- (a) any further infraction of the rules, policies and/or procedures of the workplace, or
- (b) failure of the employee to bring his/her work up to a required standard by a given date,

the Employer shall, within ten (10) days thereafter give written particulars of such censure to the Secretary of the Union (or a delegate), with a copy to the employee involved.

13.07

Notice in Writing

The employee shall be notified in writing of any disciplinary action taken by the Employer, with a copy to the Secretary of the Union or delegate.

13.08

Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In any subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

13.09

Employees Personnel Files

An employee shall have the right at any time to have access to and review his/her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record and shall be used at any time after the item replied to becomes inactive pursuant to Article 13.05(b).

- 13.10 Probationary Employees
Notwithstanding any other provision in this agreement, the Employer may terminate any employee during his/her probationary period (as set out in Article 14.03), without notice if the employee proves unsuitable for employment. Article 13.01 will not apply to probationary employees.
- 13.11 Team Leads do not impose disciplinary action when performing the duties of this role, but will communicate any concerns to management so that these issues can be properly addressed by the Employer.

ARTICLE 14 – SENIORITY

- 14.01 Seniority Defined (Type of Seniority Unit)
Seniority is defined as the length of service with the Employer and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.
- Where two or more employees commenced work on the same day, the employee who made application for employment first shall be deemed to have seniority over the other.
- 14.02 Seniority List
The Employer shall maintain a seniority list. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- 14.03 Probation for Newly Hired Employees
A newly hired employee shall be on probation only for the first seven hundred and twenty hours worked during his/her employment. For greater clarity, hours during which an employee is on-call but does not perform any work do not count for the purposes of the probationary period. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement subject to Article 13.10. After completion of the probationary period, seniority shall be effective from the original date of employment.
- The probationary period may only be extended by mutual agreement of the parties.
- 14.04 No Loss of Seniority
An employee shall not lose seniority rights if he/she is absent from work because of sickness, disability, accident, lay-off, or leave of absence approved by the Employer.
- 14.05 Loss of Seniority
An employee shall only lose his/her seniority in the event:
- (a) He/she is discharged for just cause and is not reinstated.

- (b) He/she resigns or retires in writing and does not withdraw within five days and the resignation is accepted by the Employer.
- (c) He/she fails to return to work within 5 working days following a layoff and after receiving notice by registered mail to do so, unless such failure to return to work is the result of sickness or other just cause. The refusal of an employee to accept recall to such employment will not result in termination of seniority and will not prejudice his/her right to recall in the future. Laid-off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.
- (d) He/she is absent from work in excess of three (3) consecutive working days without sufficient cause or without notifying the Employer, unless satisfactory notice was not reasonably possible.
- (e) He/she is suspended for just cause, in which case the loss of seniority will be for the period of suspension.

ARTICLE 15 – DISABLED AND OLDER WORKER PROVISION

15.01 Disabled and Older Worker Provision

Where possible on request and upon receipt of evidence from a medical practitioner verifying the restrictions, the Employer shall provide suitable alternate employment with no reduction in pay rate when, through advancing years, injury, illness or becoming disabled, an employee is unable to perform his/her normal duties. Such employee shall not displace an employee with more seniority.

ARTICLE 16 – PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

When a new position is created within the bargaining unit, or when a vacancy occurs that the employer wishes to fill, which shall include the resignation of an incumbent, inside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all employee bulletin boards for a minimum of ten (10) days, unless otherwise agreed by all employees, so that all members will know about the vacancy or new position. The rate of pay of any new positions created within the bargaining unit shall be initially set by the employer. The Union shall have fourteen (14) calendar days from the day it is notified of this rate by the Employer to advise of their agreement or their decision to enter into negotiations regarding the rate. The rate set by the Employer shall continue to be in effect until the parties have reached an agreement on the final rate of pay. If the parties cannot reach an agreement on a final rate of pay, the matter shall be submitted to grievance and arbitration. Any vacancies shall be advertised within one week of vacancy. However, vacancies arising from normal retirement shall be posted sixty days prior to the employee's normal retirement age.

- a) Posting of Temporary Position – The rate of pay of any temporary positions shall be negotiated with the Union before posting. Any temporary position set up for a period of more than two (2) weeks shall be posted under the same conditions as any other postings but shall include on the posting the opening and closing dates of the temporary positions. No temporary position shall be created for a period of more than six (6) months.
- b) Pay During Temporary Transfers – When an employee is assigned for two (2) or more hours in any day the majority of the duties of a higher paying position within the bargaining unit, he/she shall be paid at the higher rate of pay. An employee temporarily assigned to a lower paying position shall not have his/her rate reduced. Assisting a higher rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment to a higher rated position.

16.02 Information in Postings

All job postings shall contain the following information: Nature **and title** of position **and/or classification**, required qualifications, knowledge and skills, hours of work and wage as per the Collective Agreement. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state: "PAW is an equal opportunities employer".

16.03 No Outside Advertising

No outside advertisement for any vacancy within the bargaining unit shall be placed until the applications of present union members have been fully processed. **The Employer will inform the Union in writing of the successful applicant.**

16.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- 1) the principle of promotion within the service of the Employer
- 2) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority who has the required qualifications in accordance with Article 16.02. Appointments from within the bargaining unit shall be made within three weeks of posting. The job shall be filled within one week of appointment.

16.05 Trial Period

If the successful applicant is already a member of the bargaining unit, he/she shall be notified within one week following the end of the posting period. He/she shall be placed on trial for a period of **sixty (60)** shifts. Conditional on satisfactory service, the employee shall be declared permanent after the period of **sixty (60)** shifts. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, both wage and salary rate, without loss of seniority. Any other employee promoted or

transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

16.06 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy. Such employee will be given a trial period to qualify within a reasonable length of time and to revert to his or her former position if the required qualifications are not met within such time.

16.07 Notification to Employee and Union

Within seven calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

16.08 On the Job Training

The Employer shall implement and maintain a system of "on-the-job" training by a qualified person so that every employee shall have the opportunity to receive proper training and qualify for promotion or transfer in the event of a vacancy arising. In addition, a training program shall be set up and maintained by the Employer to properly train employees required to operate the crematorium.

16.09 Training Courses

The Employer shall post any training courses and programs for which employees may be selected. The bulletin shall contain the following information:

Type of course (subjects and material covered);
Time, duration, and location of the course;
Minimum qualifications required for applicants.

If possible this bulletin shall be posted for a period of two weeks on Bulletin Boards in all Departments to afford all interested employees an opportunity to apply for such training.

The senior qualified applicant shall be selected to participate in the course or program, provided that applicant has not already completed a course or program that is substantially the same.

For purposes of wages and benefits, time spent in such training shall be considered to be time worked.

16.10 Workload Distribution

Duties, responsibilities and workload shall be distributed fairly and equitably as possible among the employees with similar assigned tasks within a given classification and shall be managed on a daily basis.

- 16.11 Cost of Training required by Employer
The Employer will pay the full cost of any academic or technical training that the Employer mandates an employee to take for the purpose of that employee's position.
- 16.13 Increase of Duties
When the duties in any classification are significantly increased during the term of this agreement, the classification and/or rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such a dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time when the negotiation was requested.

ARTICLE 17 – LAYOFFS AND RECALLS

- 17.01 Definition of Lay-Off
A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.
- 17.02 Role of Seniority in Lay-Offs
Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up.
- 17.03 Recall Procedure
Employees shall be recalled in the order of their seniority.
- 17.04 No New Employees
New employees shall not be hired until those laid off have been recalled and given an opportunity to return to work.
- 17.05 Grievance on Lay-Offs and Recalls
Grievances concerning lay-offs and recalls shall be initiated at Step II of the Grievance Procedure.

ARTICLE 18 – HOURS OF WORK

- 18.01 Regular or Average Weekly Hours
(a) Except as otherwise agreed to by the parties, the regular work day of a full-time employee shall be not less than an 8 hour shift spread over a period nine (9) hours, with one hour off for lunch.

- (b) Part-time employees may be scheduled to work shifts not less than three and one-half (3-1/2) hours.
- (c) Where possible the regular workweek of full-time employees shall consist no less than forty (40) hours per week.
- (d) The regular work day of an employee scheduled to work overnight shifts may be spread over a period of not more than twelve (12) consecutive hours.

18.02 Work Schedule – Full-time Employees

- (a) The specific work shifts for full-time employees shall be specified by the Employer pursuant to article 18.01 (a)..
- (b) The work shifts associated with any full-time position may be changed by the Employer with eight (8) week's prior notice. The Employer shall not be allowed to change the work shifts more than twice per calendar year, unless agreed to by the parties.

18.03 Work Schedule – Part-time Employees

- (a) The specific work shifts for part-time employees shall be specified by the Employer pursuant to article 18.01 (b).. Where operational requirements permit, employees shall be allowed, in order of seniority, a work schedule to maximize their working hours to eight (8) hours a day and forty (40) hours a week.
- (b) The work shifts associated with any part-time position may be changed by the Employer with eight (8) week's prior notice. The Employer shall not be allowed to change the work shifts more than twice per calendar year, unless agreed to by the parties. Part-time employees shall be offered any additional hours that may become available in accordance with their seniority, up to forty (40) hours per week.

18.04 Where work shift schedules are changed by the Employer pursuant to articles 18.02 (b) or 18.03 (b) or result from a position becoming vacant, work shifts shall be reallocated by the Employer by seniority within each affected position and classification

18.05 Paid Clean-Up or Clothes Changing Time

An employee who has worked in exceptionally unsanitary conditions immediately before lunch or before the end of their shift shall be allowed up to ten (10) minutes wash-up time before lunch periods and/or before the end of that shift.

18.06 Paid Rest Period

An employee shall be permitted a refreshment and rest period of fifteen (15) consecutive minutes in every four (4) consecutive hours worked, in an area made available by the Employer. Employees shall be permitted to leave the Employer's premises during the refreshment and rest period.

18.07

Lunchroom

The Employer shall provide a lunchroom area for the employees' use. Cleanliness of this room shall be the responsibility of the employees. Animals will not be kept in this lunchroom at any time.

ARTICLE 19 – OVERTIME

19.01

Overtime Defined

(a) Except as otherwise provided, all time worked by employees:

- (i) before or after an eight (8) hour workday, or
- (ii) before or after a forty (40) hour work week,

shall be considered overtime. All overtime worked must be approved by the Employer.

(b) When an employee is scheduled to work overnight shifts, all time worked by that employee:

- (i) before or after his/her scheduled overnight shift, or
- (ii) before or after a forty (40) hour work week,

shall be considered overtime. All overtime worked must be approved by the Employer.

19.02

Overtime Compensation

All overtime shall be paid at one and one-half (1 ½) times the regular rate of pay. The employee shall have the option of being paid for any overtime hours worked on the same pay period or banking such overtime at the overtime rate. Any overtime hours which are banked may be taken as time off at a mutually agreeable time, or paid out at the employees' request. Banked overtime not used by the end of November each year shall be paid out on the first pay day in December. However, the employee shall be entitled to carry over a maximum of 24 hours of banked overtime over to the following year provide they advise the Employer on or before the last day of November.

19.03

No Lay-Off to Compensate for Overtime

No employee shall be required to lay-off during regular hours to equalize any overtime worked.

19.04

Sharing of Overtime

Overtime and "call back time" shall be divided equally among employees who are willing and qualified to perform the available work. Unforeseen overtime work that arises during the course of a shift shall be offered to the senior qualified employee(s) on that shift, up to a maximum of two (2) additional hours per employee.

ARTICLE 20 – HOLIDAYS

20.01

Paid Holidays

(a) The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
New Brunswick Day	Christmas Day
Victoria Day	Boxing Day
Canada Day	one floater

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

- (b) If workload permits, employees working on Christmas Eve and/or New Year's Eve shall be allowed to have either the first four (4) or the last four (4) hours of their shift off with pay. This will apply to either all employees working on that day or none at all.
- (c) To become eligible for the above paid holidays, an employee must have worked his/her last scheduled shift before and the first scheduled shift after the holiday, unless authorized by the Employer to be absent on such shifts. Such absence shall not be unreasonably denied.

20.02

Pay for Holidays

- (a) When an employee works on a Paid Holiday recognised in Article 20.01, they shall be paid at the overtime rate (one and one-half times the regular rate of pay) and shall receive another day off, at a time mutually agreed upon, with pay.
- (b) An employee who does not work on the above holidays shall receive holiday pay equal to that they would have received for a shift of average length for that employee.

20.03

Compensation for Paid Holidays on non-working days

When any of the above-noted holidays falls on an employee's day off, the employee's next shift shall be deemed to be the holiday for the purpose of this agreement.

20.04

Scheduling for Holidays

Employees shall be scheduled to work on holidays based on operational requirements and seniority, with those with the least seniority scheduled first unless the senior employee advises the Employer at least two weeks prior to the holiday that he/she wishes to work on the holiday.

ARTICLE 21 – VACATION

21.01

Length of Vacation

An employee shall receive an annual vacation with pay in accordance with his or her years of employment as follows:

One (1) year or more but less than 3 years: 10 working days per year.

Three (3) years or more but less than 7 years: 15 working days per year.

Seven (7) years or more but less than 15 years: 20 working days per year.

Fifteen (15) years or more: 25 working days.

21.02

Scheduling of Vacations

(a) Scheduling of vacations shall be subject to the operational requirements of the Employer.

(b) Employees shall be granted selection of vacation days on the basis of seniority.

(c) Upon the request of the employee, he/she shall receive an unbroken period of vacation for at least 2 weeks, unless mutually agreed between the employee and the Employer.

21.03

Vacation Schedules

The Employer shall post a list by March 1st each year on which the employees will indicate their preference for vacation in writing, no later than April 1st. The Employer shall then post a vacation schedule by May 1st of each year and this schedule shall not be changed without the consent of the affected employees. Vacation requests not received by April 1st shall be subject to availability and approval by Employer.

21.04

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.

21.05

Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, prior to using his/her vacation, shall be entitled to payment of wages for any vacation time owed. Employees still in their first year of employment are entitled to vacation earned to the point of termination.

21.06

Vacation Pay on Retirement

On retirement an employee shall be entitled to the same vacation or vacation pay which would have been earned if the employee had continued in employment to the end of the calendar year.

21.07

Overtime Vacation Rate

No employee shall work during his/her scheduled vacation period. However, should an employee agree to work when requested during his/her scheduled vacation, he/she shall be paid at time and one half the regular rate of pay plus one vacation day off for each day in which work was performed.

- 21.08 Banking Vacation Credits
An employee entitled to 15 days vacation or more shall be entitled to bank up to a maximum of five (5) working days annual vacation. The employee shall have the option of using the banked vacation within the next calendar year at the rate of pay prevailing when the vacation is earned, or being paid for such time, at the discretion of the Employer.

ARTICLE 22 – SICK LEAVE PROVISIONS

- 22.01 Sick Leave Defined
Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 22.02 Amount of Paid Sick Leave
Sick leave shall be earned at the rate of one and one-half days for every month an employee is employed, up to a maximum accumulation of 90 days.
- 22.03 Deductions From Sick Leave
A deduction shall be made from accumulated sick leave of all normal working days (exclusive of Holidays) absent for sick leave.
- 22.04 Proof of Illness
An employee is required to produce a certificate signed by a medical practitioner for any illness in excess of four (4) consecutive working days, certifying that he/she was unable to carry out his/her duties due to illness.
- An employee shall be entitled to a total of six (6) days sick leave per calendar year without medical examination certificate and not more than four (4) consecutive days without said certificate. When notified by letter from the Employer, employees who are required to produce medical certificates when off sick must provide said certificate promptly upon their return to work to qualify for sick leave pay.
- In the event that Management has reason to believe that an employee is or has abused sick leave privileges, Management may require the employee to undergo a medical examination. PAW shall assume financial responsibility for the medical examination in these instances.
- 22.05 No Dismissal for Exhaustion of Sick Leave
No employee shall have his/her services terminated by virtue of having exhausted his/her sick leave credits.
- 22.06 Sick Leave Record
By January 31 of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

ARTICLE 23 – LEAVE OF ABSENCE

23.01 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in the grievance procedure up to the commencement of the arbitration process.

23.02 Leave of Absence for Union Business

Upon request to the Employer, an employee elected or appointed to represent the Union shall be allowed leave of absence without pay for the purpose of conducting union business.

23.03 Leave of Absence for Full-time Union or Public Duties

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore upon written request, the Employer shall grant an employee a leave of absence without benefits so that the employee may be a candidate in federal, provincial or municipal elections.
- b) An employee who is elected to public office shall be allowed, upon written request, a leave of absence without loss of seniority during his/her term of office.
- c) An employee who is elected or selected for a full-time position with the Union or any body with which the Union is officially affiliated, shall be granted, upon written request, a leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, upon written request, during his/her term of office.

23.04 Paid Bereavement Leave

An employee shall be granted a leave of a minimum of five (5) regularly scheduled consecutive workdays, without loss of pay or benefits, in the event of the death of a parent, wife, husband, brother, sister, child, and common law spouse.

An employee shall be granted a leave of a minimum of three (3) regularly scheduled consecutive work days, without loss of pay or benefits, in the event of the death of a grandparent, mother-in-law, father-in-law, sister-in-law or brother-in-law.

23.05 Personal Business Leave

Employees shall be allowed up to 16 hours per annum paid leave of absence in order to engage in personal business. In the event an employee has exhausted his/her personal business leave and requires additional time to engage in personal business, the employee may request further leave time and such leave shall not be unreasonably denied. In the event the employee exhausts a further eight (8) hours of personal business leave, any further leave granted for personal engagements shall be deducted from the employees accumulated Sick Leave. It is understood that any request to use personal business leave time is subject to the employer's approval taking into consideration operational needs.

23.06 Inclement Weather

- (a) Any employee who, having made every reasonable effort to report for duty during the course of a storm, has been prevented from doing so because of the condition of public streets or highways, shall be given the opportunity to replace such a day by using an accumulated statutory holiday, accumulated overtime, or accumulated vacation, or by working on one of his or her regular days off or statutory holidays, if staffing patterns permit.
- (b) An employee may request leave work early due to inclement weather. Such requests will not be unreasonably denied. The employee shall be given the opportunity to replace such time by accumulated statutory holiday, accumulated overtime, accumulated vacation, or by working on one of his/her regular days off or statutory holidays, if staffing permits.

23.07 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when he/she requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer, operational requirements permitting. Such approval shall not be withheld without just cause. The period of a leave of absence shall not exceed twelve (12) months. If an employee requests, in writing, the extension of a leave of absence beyond twelve (12) months, the Union and the Employer shall review the request together and the leave shall not be extended unless mutually agreed by both parties.

23.08 Earned Vacation and Sick Leave on Death

If an employee who has been granted more vacation or sick leave with pay than he/she has earned dies, the employee is considered to have earned the amount of leave with pay granted. An employee's beneficiary shall be paid any vacation credits owing an employee at the time of his or her death.

23.09 Education On The Job –

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the employee's lunch period or following the regular working day.

23.10 Leave of Absence For Union Functions –

With a minimum of seventy-two (72) hours notice, the Employer shall grant paid leave of absence for employee(s) to attend union functions, such as education courses, seminars, conferences, conventions, etc., however the Employer is not required to grant more than five (5) working days in total per calendar year.

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

The Employer shall pay wages every 2 weeks in accordance with Schedule "A" attached and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

The Employer may not make deductions from wages unless authorized by statute, court order, arbitration order or by this agreement. Overpayment shall not be recoverable by the Employer where such recovery would be unreasonable or unfair.

24.02 Vacation Pay

An employee may, upon giving at least three (3) days' notice, receive, on the last office day preceding commencement of his or her annual vacation, be given any pay cheques which may fall due during the period of vacation.

24.03 Training allowance

An employee assigned by the Employer to be responsible for training a new employee shall be paid a training allowance of fifty (\$.50) cents per hour during the training period.

24.04 New Employees

All new employees hired after the signing of this collective agreement shall be paid ninety percent (90%) of the pay rate for their classification for a period of six (6) months. After six (6) months the pay rate will increase to ninety-five percent (95%) for another six (6) months. After one (1) year the employee shall receive the wage rates as per Schedule "A".

24.05 On Call Provisions

When an employee is scheduled to be "on-call", or where, due to extenuating circumstances an employee is required to be "on-call", that is, to be available outside the regular hours of operation to perform emergency services as delegated, he or she shall be paid fifty dollars (\$50.00) per "on-call" shift, and shall be provided with a cellular telephone. On call duty shall begin at the end of the latest shift of the evening, and continue until the first scheduled shift the next day. Vehicle and cell phone must be picked up at the beginning of on call duty and dropped off at the end of on call duty, unless alternate arrangements are approved by the Employer.

An employee may leave his/her employment and return home when an employee has completed the work for which he/she was called.

On call duty shall be assigned on a voluntary basis where possible and equally divided among the qualified employees available according to a rotation list. Where no staff members are willing to volunteer for on-call duties, the shift shall be assigned to the junior employee working the last shift of the day. Employees may request not to be scheduled to be on call on their regular days off.

Any employee required to assist an employee who is 'on-call' outside the regular hours of operation will be paid the minimum reporting wage as set out in the *Employment Standard Act*.

ARTICLE 25 – HEALTH AND SAFETY

25.01 The parties recognize the right of employees to work in a secure, healthy and safe environment. Both parties also acknowledge that the Employer and the employees have duties and responsibilities with regard to health and safety in the workplace in accordance with the provisions of the Occupational Health and Safety Act of New Brunswick, as amended from time to time, and its regulations.

The Union and the Employer shall cooperate to ensure that the workplace is as safe as possible.

25.02 A Safety Committee shall be established and be composed of two (2) representatives of the Employer and two (2) representatives of the Union. Both parties in making their appointment shall be motivated by the need to select people who will be best capable of promoting safety on the job.

25.03 The Safety Committee shall hold meetings as requested by the Union or by the Employer and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.

25.04 Minutes of all Joint Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union.

25.05 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.

25.06 The Employer shall maintain its equipment in accordance with Federal and Provincial Safety Regulations and make reasonable rules and regulations for the safety and health of its employees during hours of employment. The Union agrees that it will direct its members to use the protective devices and other equipment provided by the Employer for the protection of employees from injury. The Union also agrees that it will encourage its members to promptly report conditions which might be dangerous to employees and the public and to do all in their power to make the Employer's property and equipment safe, sanitary and dependable.

25.07 Right to Refuse and No Disciplinary Action

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any work place or to operate any equipment where he or she believes that it would be unsafe or unhealthy to himself/herself, a workmate, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

25.08 Transportation for Medical Emergency

Transportation to the nearest physician or hospital for employees requiring emergency medical care while on duty shall be at the expense of the Employer.

- 25.09 Health and Safety Grievance
Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and Steps 1 and 2 of the grievance procedure may be by-passed.
- 25.10 First Aid Kits
A First Aid Kit shall be supplied and maintained by the Employer in each mobile unit of the Employer and in other appropriate locations of the Employer. The Employer shall provide courses regarding emergency and first aid training.
- 25.11 Vehicles
All vehicles used for transportation of employees shall be covered and heated, and shall have a proper floor and a protective grill behind driver. Any new vehicles purchased to be used by employees shall have automatic transmissions and air conditioning.
- 25.12 Health & Safety Bulletin Boards
The employer shall supply a bulletin board to be installed in the employees' lunchroom, to be used for the posting of health and safety information.

ARTICLE 26 – JOB SECURITY

- 26.01 Restrictions on Contracting-Out
In order to provide job security for the members of the Bargaining Unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-Bargaining Unit employee.

ARTICLE 27 – CLOTHING

- 27.01 Each employee shall own, at all times, at least two (2) pairs of pants and two (2) shirts as approved by the employer. Employees will wear clean uniforms to work and shall make all reasonable efforts to keep their uniforms clean. The Employer shall provide protective clothing for all members of the bargaining unit as required. The employer's participation in the provision of clothing shall be as follows:
- (a) Upon completion of the probationary period, the Employer will reimburse each employee up to \$100.00 for pants and shirts. Every year, the employer will reimburse each employee up to \$100.00 towards the purchase of footwear. Footwear is intended for use while conducting PAW duties. The Employer will provide one (1) pair of gloves yearly to each employee.
 - (b) Every year thereafter, the employer will reimburse up to \$100.00 towards the purchase of pants and shirts.
 - (c) If the employee requires further clothing, the employer shall pay for 50% of up to two (2) additional pairs of pants and two (2) additional shirts per year.

- (d) The Employer shall supply four pairs of coveralls. Two (2) pairs shall be placed in the crematorium and two (2) pairs shall be placed in the supply room. Employees working in the crematorium shall wear coveralls. Those supplied for the crematorium shall not be removed other than for cleansing or repair. The coveralls in the supply room shall not be removed from the premises other than by those doing calls, or for cleansing or repair. All employees required to work in the crematorium shall be supplied with two (2) coveralls, two (2) heat resistant face shields, two (2) pairs of heat resistant gloves and N95 masks.
- (e) The Employer agrees to provide each employee, except employees in Animal control positions, with one multi-season coat commencing with the end of the probation period and a new one every three (3) years thereafter if required. The Employer agrees to provide each employee in Animal Control positions with one multi-season, winter suited coat commencing with the end of the probation period and a new one every three (3) years thereafter if required.

27.02 All employees will ensure protective clothing provided for their use is properly used and cared for. The uniforms provided by the Employer shall not be worn for personal use.

27.03 All clothing or articles provided to employees by the Employer will be replaced when worn-out upon return by the Employee. Where any clothing or article is damaged or deteriorated as a result of neglect or misuse by the employee, the Employer will replace the item but the employee shall have to reimburse the Employer for the full cost of the replacement and such cost will be deducted from the employee's following paycheck.

ARTICLE 28 – GENERAL CONDITIONS

28.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals, and store and change their clothes. Employees shall ensure this accommodation is kept in a clean and neat condition.

28.02 Bulletin Boards

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

28.03 Job Descriptions and Reclassifications

The Employer agrees to provide Job Descriptions for all classifications for which the Union is the Bargaining Agent.

When the duties or volume of work in any classification are changed, increased, or when a new position is created during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union.

These Job Descriptions shall become the recognized Job Descriptions unless the Union presents written objection within thirty (30) days.

ARTICLE 29 – CONTINUATION OF ACQUIRED RIGHTS

- 29.01 All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law or regulation now existing or hereinafter enacted or proclaimed shall invalidate or disallow any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event this agreement shall be re-opened for negotiation as to the issues affected by the change of law.

ARTICLE 30 – COPIES OF AGREEMENT

- 30.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Employer shall, within thirty days of the execution of this agreement, have printed sufficient copies to provide all employees a copy thereof, and the cost of this printing shall be shared equally between the Employer and the Union.

ARTICLE 31 – TERM OF AGREEMENT & AMENDMENTS

- 31.01 Duration
Five (5) year term from November 1, 2021 to October 31, 2026.
- 31.02 Changes in Agreement
Changes to this agreement may be made at any time during the term of this agreement by mutual agreement, in writing, signed by the signatories of this agreement or their authorized replacements. Any changes so made shall form part of this agreement and shall be subject to the grievance and arbitration procedure.
- 31.03 Notice to Bargain
Either party desiring to propose changes to this Agreement shall, between the period of 30 and 90 days prior to the termination date, give notice in writing to the other party of its desire to make changes to the agreement. Within twenty (20) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.
- 31.04 Agreement to Continue in Force
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 accrues, whichever occurs first.

ARTICLE 32 - WORKERS COMPENSATION

32.01 Workers' Compensation Protection

All employees are covered by the *Workers' Compensation Act*. No employee shall have his employment terminated as a result of absence from work due to an injury compensable under the *Workers' Compensation Act*.

32.02 Continuation of Pay

In order to ensure an employee does not suffer a period of time without income due to waiting periods imposed under the workers' compensation regime, the Employer shall pay the employee 85% of their wages and the employee shall assign the amount he/she receives as workers' compensation to the Employer. The Employer shall indicate the amount received as workers' compensation as a deduction from gross income on the employee's Income Tax (T-4) Form.

32.03 Return to Work

An employee who is no longer deemed to have a compensable injury shall be placed in his/her former or equivalent position with the Employer.

ARTICLE 33 – MATERNITY LEAVE

33.01 Protection During Maternity

No employee shall be laid off or otherwise adversely affected in her employment because of pregnancy. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee shall be entitled to transfer to another position, provided she is capable of performing the work and is otherwise entitled thereto by virtue of seniority. In the event that the Employer finds that the pregnant employee cannot perform her duties due to her condition and no other position is available, the parties shall entertain early commencement of pregnancy leave.

33.02 Length of Unpaid Leave

Maternity, parental, adoption and child care leave shall be as per applicable legislation. At the request of the employee, the Employer shall grant a period of up to two years unpaid maternity leave. During this period, full seniority shall accumulate and one-half (1/2) of benefits shall be paid by the Employer. The employee must work 3 months after maternity leave or she must pay back to the Employer all benefits received during leave.

33.03 Seniority Status During Maternity Leave

While on maternity leave an employee shall retain her full employment status and rights and shall receive all benefits under this collective agreement.

33.04 Procedure Upon Return From Maternity Leave

When an employee decides to return to work after maternity leave, she shall provide the Employer with at least one month's notice. On return from maternity leave, the employee shall be placed at least in her former position. If the former position no longer exists, she shall be placed in a position in her department of equal rank and value at the same rate of pay.

ARTICLE 34 – EMPLOYEE BENEFIT

34.01 Health and Dental Plan

The Employer agrees to continue to make available to all employees in the Bargaining Unit the existing health and dental plans, or plans equivalent thereto, with participating employees paying forty percent (40%) of the cost of the plan(s) and the Employer paying sixty percent (60%) of the cost of the plan(s).

34.02 Group Life Insurance

The Employer shall make available to all employees in the Bargaining Unit a group life insurance plan with the Employer and participating employees each paying fifty percent (50%) of the cost of such plan. The plan shall provide life insurance of at least \$10,000.00, as well as provisions for accidental death and dismemberment.

34.03 Pension Plan

The Employer agrees to continue the existing pension plan, with the Employer and participating employees each paying fifty percent (50%) of the cost of the plan.

Signed on behalf of
C.U.P.E. Local 51,
Moncton S.P.C.A. Employees



President



Second Vice-President

Signed on behalf of
S.P.C.A. (Moncton) Inc..



Executive Director



Director of Finance

APPENDIX "A"

<u>Position</u>	<u>Nov.1</u> <u>2020</u>	<u>Nov.1</u> <u>2021</u> 1%	<u>Nov.1</u> <u>2022</u> 1%	<u>Nov.1</u> <u>2023</u> 1%	<u>Nov.1</u> <u>2024</u> 1%	<u>Nov.1</u> <u>2025</u> 1%
Animal Attendant	17.28	17.45	17.62	17.80	17.98	18.16
Receptionist	19.29	19.48	19.67	19.87	20.07	20.27
Team Leader	19.19	19.38	19.57	19.77	19.97	20.17
Animal Control Officer	17.28	17.45	17.62	17.80	17.98	18.16
Crematorium	17.28	17.45	17.62	17.80	17.98	18.16
Maintenance	17.28	17.45	17.62	17.80	17.98	18.16

- * Active employees on the date of signing of this agreement will receive retroactive pay to November 1, 2021.
- * Former employees who were employed for any period between November 1, 2021 and the date of signing of this agreement will have 60 days from the date of signing of this agreement to contact the employer to claim retroactive wages. The Employer will pay such claims retroactive wages within 30 days following the end of the aforementioned 60 day period.
- * All other amendments are in effect to the date of signing.
- * All employees working hours between 10:00 p.m. and 6:00 a.m. shall be paid a shift premium of \$1.00 per hour for hours worked only during that period.

LETTER OF INTENT

Long Service Pay

The Employer agrees that for the duration of this Collective Agreement in recognition of long service every employee shall receive a lump sum with the first pay in December each year based on the following formula:

After 15 years	\$150.00
After 20 years	\$175.00
After 25 years	\$200.00

Signed on behalf of
C.U.P.E. Local 51,
Moncton S.P.C.A. Employees



President

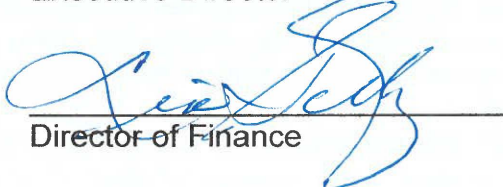


Second Vice-President

Signed on behalf of
the S.P.C.A. (Moncton) Inc..



Executive Director



Director of Finance

cupel51100