
COLLECTIVE AGREEMENT

BETWEEN

THE VILLAGE OF BLACKS HARBOUR

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE LOCAL 2818, OUTSIDE WORKERS

In effect: January 1, 2018 - December 31, 2021

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THIS AGREEMENT made this ____ day of ____ 2018

BETWEEN:

The Village of Blacks Harbour, N.B.
hereinafter called the "EMPLOYER",

AND

The Canadian Union of Public Employees and its Local Union 2818,
hereinafter called the "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

- 2.01 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.
- 2.02 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.
- 2.03 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 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 Village receive grants to carry out projects in the Village, the acquisition of said grants shall not result in the lay-off of any regular employee.

ARTICLE 4 DEFINITIONS

- 4.01 Employee for the purpose of this agreement means any person hired to fill a full time position in a classification covered by this agreement.
- 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 the employee was officially employed and the Union rates shall apply at the end of the probationary period.
- 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.

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 Act.

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 Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

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
Village of Blacks Harbour
65 Wallace Cove Road
Blacks Harbour, N.B. E5H 1G9

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.

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 or 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.

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 Village Council. The Village 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 Village 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 Village 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 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and holidays in Article 19 shall be excluded.
- 10.04 The time limits specified herein may only be extended by the mutual agreement which shall be in writing.
- 10.05 The Union or the employee will have the right to have assistance by a representative of C.U.P.E. at any level of grievance procedure.
- 10.06 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.

11.02 Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the Act complained or omission referred to, or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure, 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 appropriate committee of the council 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.
- 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 two (2) 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 six (6) 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.

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, and shall be recalled in the order of their seniority. 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.

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 Employees: Working schedule to be determined by the Employer, who is understood to be the Village of Blacks Harbour
- c) Employees covered by (a) shall report for work at the Municipal Building and then be transported to designated work place.

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 except for Sundays and Holidays which shall be double time. Employees required to do snow plowing on Sundays will receive double time. Employees required to do snow plowing on Holidays will receive double time.

17.03 An employee may request time off instead of pay for overtime worked to a yearly maximum of fifty-six (56) hours. Time off shall be granted at the overtime rate at a time mutually agreed upon between the Employee and the Employer.

17.04 Overtime Pay

Any employee, who makes such a request before January 1st, shall have his overtime pay accumulated and paid on the 1st day of June and the 1st day of December.

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 one (1) hours pay per eight (8) hour’s on “standby”. The CAO will notify employees if they are required to be on “standby”.

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
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 Mayor of the Village of Blacks Harbour.

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 1 year - 1 ¼ working days a month to a maximum of 12 days per year
- one year and less than 5 years - 12 working days

- in the calendar year of the 5th anniversary and each year thereafter - 20 working days
- in the calendar year of the 15th anniversary and each year thereafter - 25 working days
- 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 1 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 quarter (1 1/4) days for every month of service up to a maximum of one hundred and seventy-five (175) 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 five (5) 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 (Letter of March 19th, 1993 from Deanna Hunter and the form titled "Village of Blacks Harbour Modified Work Program").
- 21.08 Sick pay to become effective on day that the Village of Blacks Harbour 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 from the Village of Blacks Harbour, employees of the bargaining unit will receive a 20% pay-out of their earned and accumulated banked sick leave.

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 father, mother, spouse, son/daughter, brother, sister; an employee shall be granted five (5) regularly scheduled consecutive days leave with pay. Should the burial take place outside the Province, the employee may apply for travelling time which shall be up to one additional day for the total of six (6) calendar days of bereavement leave.
- b) In the event of the death of employee's grandchild or father/mother-in-law; an employee shall be granted three (3) regularly scheduled consecutive days leave with pay. Should the burial take place outside the Province, the employee may apply for travelling time which shall be up to one additional day for the total of four (4) calendar days of bereavement leave.
- c) In the event of the death of an employee's grandparent or sister/brother-in-law, the employee will be granted one (1) day's leave with pay to attend the funeral.
- d) In the event of the death of an employee's aunt or uncle, the employee shall be granted one (1) day leave on the day of the funeral.

23.02 Family Leave

Employees shall be granted up to five (5) days' leave of absence without loss of pay in the event of being left homeless through fire, flood or any act of God, subject to the approval of the Clerk Treasurer.

23.03 Mourner's Leave

One half (1/2) day leave shall be granted without loss of the regular rate of pay to attend a funeral as a pallbearer.

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.

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.

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 Employees shall be supplied with rain suits, boots, rubber gloves, two pairs of coveralls, work gloves and safety hats and winter jacket as deemed necessary by the Employer. The Employer may require used clothing to be returned before replaced.

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 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 our Article 28.01(a).

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.

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.

- b) 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 100% of the cost of any shared benefit while the employee is receiving WCB benefits.

ARTICLE 29 BENEFIT PLANS

29.01 Medavie Blue Cross Health Plan

The Employer shall pay 50% of the cost of premiums of the Medavie Blue Cross Group Health Plan, and each employee shall pay 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, 2018 to December 31, 2021** 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.

Collective Agreement
Village of Blacks Harbour and CUPE Local 2818
SCHEDULE "A"

January 1st 2018 – 2.0%
January 1st 2019 – 2.0%
January 1st 2020 – 2.0%
January 1st 2021 – 2.0%

		Jan, 1, 2018	Jan. 1, 2019	Jan. 1, 2020	Jan. 1, 2021
		2.0%	2.0%	2.0%	2.0%
Position	Current				
Public Works Foreman	\$26.26	\$26.79	\$27.33	\$27.88	\$28.44
Village Arena Foreman	\$23.95	\$24.43	\$24.92	\$25.42	\$25.93
Labourer	\$22.36	\$22.81	\$23.27	\$23.74	\$24.21
Unskilled Part-time	\$11.78	\$12.02	\$12.26	\$12.51	\$12.76
Skilled Part-time	\$14.13	\$14.41	\$14.70	\$14.99	\$15.29

Collective Agreement
Village of Blacks Harbour and CUPE Local 2818
APPENDIX "A"

This agreement was ratified by both parties and signed on _____.

ON BEHALF OF THE VILLAGE
OF BLACKS HARBOUR

ON BEHALF OF
CUPE LOCAL 2818

Teresa James, Mayor

Peter Hill, President

David Gray, CAO

Dave Perkins, CUPE