

Collective Agreement

between

**Canadian Union of Public Employees,
Local 2404**

and

**The Town of
Grand Bay-Westfield, N.B.**

January 1, 2023 – June 30, 2025

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THIS AGREEMENT made this 13 day of March 2023

BETWEEN:

THE TOWN OF GRAND BAY-WESTFIELD, N.B.

hereinafter called the Employer

- and -

THE EMPLOYEES OF THE TOWN OF GRAND BAY
WESTFIELD, LOCAL 2404, CANADIAN UNION OF
PUBLIC EMPLOYEES

hereinafter called the "Union"

THE PARTIES AGREE:

ARTICLE 1 - PREAMBLE

- 1.01 It is the intention and purpose of the parties to this Agreement to set forth certain terms and conditions of employment relating to pay, hours of work and other related terms and conditions of employment affecting employees covered by this Agreement.
- 1.02 **CULTURE** - The parties to this Collective Agreement will strive for a workplace culture that creates pride in our town and values kindness, professionalism, and continuous learning.

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 and discipline;
 - (b) classify, promote, assign, employees;
 - (c) to be the judge of the qualification 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; and
 - (f) to determine schedules, methods, sequences and locations of operations;

The Employer shall exercise its rights consistent with the terms of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through grievance and/or arbitration.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

- 3.01 BARGAINING UNIT - The Employer recognizes the Canadian Union of Public Employees and its Local 2404, as the sole and exclusive Bargaining Agent for all its employees covered by Certification Order I. R. B .1 - 31 - 80.
- 3.02 WORK OF THE BARGAINING UNIT - Persons whose regular jobs are not in the Bargaining Unit shall not replace any regular employee on any job which is included in the Bargaining Unit except in cases of emergencies where safety of the public is of primary concern and work is of a non-restorative nature.
- 3.03 GRANT EMPLOYEE - The Union agrees that employees hired through Federal or Provincial grants for temporary periods of employment are excluded from the provisions of the Collective Agreement. It is agreed that these employees will not replace any member of the Bargaining Unit and it is further agreed that there shall be no reduction in the present work force or reduction in hours worked by virtue of such employees.
- 3.04 PROBATIONARY EMPLOYEE – A probationary employee is a person employed by the Employer to perform the duties of a job classification listed in Appendix "A" for the purpose of assessing that person's suitability for permanent employment. Upon satisfactory completion of the probationary period specified for that job classification, the person shall be appointed as a permanent employee. A probationary employee shall have monthly union dues deducted from their pay.
- 3.05 REGULAR EMPLOYEE - A regular employee is a person employed by the Employer to perform the duties of a job classification listed in Appendix "A" and who has successfully completed the probationary period specified for that job classification.
- 3.06 SEASONAL EMPLOYEE - A seasonal employee is a person employed by the Employer on a recurring seasonal basis and whose name appears on the list of seasonal employees. The seasonal employee list shall contain no more than three (3) names at any one time and the addition of names to the list will be at the sole discretion of the Employer. The term of employment for a seasonal employee shall not exceed ten (10) consecutive months of uninterrupted employment, unless otherwise mutually agreed upon by the Employer and the Union. Seasonal employees shall enjoy all rights and privileges contained in this Agreement unless otherwise stated.

Seasonal employees shall be recalled in order of seniority, provided they have the required qualifications to perform the work available.

The Employer agrees to pay seasonal employees in the Works Department as set out in Appendix "A"

- 3.07 CASUAL EMPLOYEE - A casual employee is a person employed by the Employer to perform work for a temporary period of time and whose name does not appear on the seasonal employee list. A temporary period of time shall be any period of uninterrupted employment of not more than ten (10) consecutive months. Casual employees shall not enjoy any of the rights and privileges of the Collective Agreement, however, the Employer agrees to pay a casual employee in the Works Department at a rate to be determined solely by the Employer. Casual employees will not be hired until all the seasonal employees who are qualified to do the work are employed.
- 3.08 MEMBER - Means member of Bargaining Unit.
- 3.09 COUNCIL - Means Elected Officers of the Town.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 Each of the parties hereto agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced against any employee for any reason.
- 4.02 It is agreed that the *Canadian Human Rights Act* and the *Human Rights Act* of the Province of New Brunswick apply to this Collective Agreement.
- 4.03 If a dispute arises in regard to Art. 4.01, 4.02, it shall follow the Regular Grievance Procedure.

ARTICLE 5 - UNION SECURITY

- 5.01 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.
- 5.02 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.
- 5.03 COPIES OF AGREEMENT - Within two weeks of a new employee being hired, the Chief Administrative Officer or the employee's immediate supervisor shall introduce the new employee to their Union Steward or representative. The Steward or representative will provide the new employee with a copy of the Collective Agreement.
- 5.04 INTERVIEWING OPPORTUNITY - A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes, during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE 6 - CHECK OFF OF UNION DUES

- 6.01 **DUES CHECK-OFF** - The Employer shall deduct from every regular and probationary employee covered by this Collective Agreement monthly dues levied by the Union on its members.
- 6.02 **DEDUCTIONS** - The Employer agrees to make such deductions from the first day of each month and to 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.

ARTICLE 7 - CORRESPONDENCE

- 7.01 **CORRESPONDENCE** - All correspondence arising out of this Agreement or incidental thereto shall pass to and from the **Chief Administrative Officer** and the Secretary of the Union with a copy to the president of the Union.

ARTICLE 8 - LABOUR/MANAGEMENT COMMITTEE

- 8.01 **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. **Upon mutual agreement, additional representatives may be added.** This Committee shall enjoy the full support of both parties to this Agreement in the interests of the maximum service to the public. **The Employer and Union will alternate chairing the Committee meetings.**
- 8.02 **FUNCTION OF COMMITTEE** - The Committee will concern itself with matters of the following nature:
- (a) considering constructive criticisms of all activities so that better relations shall exist between the Employer and employees;
 - (b) increasing operating efficiency by promoting co-operation;
 - (c) improving of service to the public;
 - (d) promotion of safety and sanitary practices and the observance of safety rules;
 - (e) reviewing suggestions from the parties;
 - (f) promoting education and training of staff.
- 8.03 **MEETINGS OF THE COMMITTEE** - The Committee shall meet **quarterly** or more often if mutually agreed to by both parties.

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 THE CANADIAN UNION OF PUBLIC EMPLOYEES - The Union shall have the right at any time to have the assistance of a representative of CUPE when dealing with the Employer. Such representative shall have access to the Employer's premises provided that the Employer is previously notified that the representative is on the premises in order to investigate and assist in the settlement of a grievance.
- 9.03 MEETING OF COMMITTEE - In the event that either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given.
- 9.04 TIME OFF FOR MEETINGS - Any representative of the Union on the Labour/Management Committee shall have the privilege of attending Committee meetings held within their scheduled working hours without loss of pay.
- 9.05 EMPLOYER'S REPRESENTATIVE - The Employer shall have the right at any time, to have the assistance of consultants, legal or otherwise, when dealing with the Union.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 Where an employee feels they have been to be aggrieved by the interpretation or application of a provision of a statute or regulation, by-law, direction or other instrument made or issued by the Employer, dealing with terms and conditions of employment or an alleged violation of any of the provisions of this Agreement by the Employer; and where the employee has the written consent of the Union respecting any grievance relating to interpretation or application of this Agreement, the following procedure shall apply:

STEP ONE: Within ten (10) days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present their 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 (the First Level of Grievance is the immediate supervisor of the grieving employee).

If the employee receives no reply or does not receive satisfactory settlement within ten (10) working days from the date on which they presented their grievance to the person designated as the First Level in the grievance procedure, the employee may proceed to Step Two.

STEP TWO: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step One, the employee may present their grievance in writing, either by personal service or by mailing by registered mail, to the person designated by the Employer as the Second Level in the grievance procedure (the Second Level of Grievance is the **Chief Administrative Officer**). Any settlement proposed by the Employer at the First Level and any replies must accompany the grievance when it is presented at the Second Level to the person designated at the Second Level. The person designated as the Second Level shall reply to the grievance in writing to the employee within ten (10) working days from the date which the grievance was presented at the Second Level. Should the employee not receive a reply or satisfactory settlement of their grievance within ten (10) working days from the date on which they presented their grievance at the Second Level the employee may proceed to Step Three.

STEP THREE: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step Two, the Union may refer their grievance to arbitration. Selection of the Arbitrator shall be mutually agreed upon by the Union and the Employer.

- 10.02 In any case where the employee presents their grievance in person or any case in which a hearing is held on a grievance at any level of the grievance, the employee may be accompanied by a representative or agent of the Union.
- 10.03 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. If advantage of the provisions of this Article have not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened.
- 10.04 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 as Step Two of the Grievance Procedure. Labour/Management Committee meeting will be held prior to any action resulting in a loss of pay.
- 10.05 The parties may mutually agree to extend the time limits specified herein.
- 10.06 **TECHNICAL OBJECTIONS TO GRIEVANCE** - No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 11.01 **DISCHARGE PROCEDURE** - A regular employee may be dismissed or suspended only for just cause and only upon the authority of the Employer. Such employee and the Union shall be advised within forty-eight (48) hours in writing by the Employer of the reason for such dismissal or suspension. A suspension without pay shall not exceed thirty (30) days.

11.02 WARNINGS

- (a) Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their 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 Secretary of the Union, with a copy to the employee involved.
- (b) If a complaint is received against any employee, or an investigation is to be carried out as the result of such complaint, the said employee must be given notice in writing prior to the investigation that this is to take place, provided that the investigation is not one of a criminal nature that could result in criminal charges being laid. The source of the complaint must be made known to the employee where possible, with a copy to the Union.

11.03 UNJUST SUSPENSION OR DISCHARGE - Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 11.01, the employee shall be immediately reinstated in their former position without loss of seniority or any other benefit which would have accrued to them if they had not been suspended or discharged.

One of the benefits which they shall not lose is their regular pay during the period of suspension or discharge, which shall be paid to them at the end of the next complete pay period following their reinstatement, or by any other arrangement, as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

11.04 Before any warning, written or verbal, can be placed on an employee's record, they must be advised and have an opportunity to defend themselves. This will also apply to any disciplinary action taken against a member of the Bargaining Unit. Each employee shall have the right to see their personal record on request. It shall be considered a joint union/management function to address undesirable employee behavior. Any disciplinary action placed or presently in an employee's personnel file shall be removed after a period of twenty-four (24) months.

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 length of continuous employment with the Employer. Seasonal employees will have their seniority pro-rated as they do not accumulate seniority during inactive periods.

Seasonal employees who accept a permanent position as a regular employee will have their seniority recognized as time actively worked since their service as a seasonal employee commenced. Time worked will be calculated in days. Inactive periods will not be recognized for seniority.

- 13.02 SENIORITY LISTS - The Employer shall maintain a two (2) seniority lists; one for regular employees and one for seasonal employees. Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in February of each year.

- 13.03 PROBATIONARY EMPLOYEES - Newly hired employees who come under the terms of this Collective Agreement shall be considered probationary employees until they have been employed for six (6) months from the date of hiring and will not accumulate any service. Service will be backdated to the last date of hire following satisfactory completion of the probationary period.

The employment of an employee may be terminated at any time during the probationary period without recourse to the grievance procedure except as provided under the *Industrial Relations Act*. The Employer shall not be required at any time to establish just cause in the event of such termination.

During the probationary period the employee shall benefit from all of the provisions of this Collective Agreement with the exception of the grievance procedure in the event of termination. The effective date of any termination of employment during the probationary period shall not be a date that falls beyond the date of the expiration of the probationary period.

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

- (a) They are discharged for just cause and is not reinstated;
- (b) They resign and do not withdraw within one week;
- (c) They are absent from work in excess of two (2) working days without notifying the Employer, unless such notice was not reasonably possible;
- (d) After a lay-off, they fail to return to work within five (5) working days, in addition to Article 14.01, 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 their current address;
- (e) They are laid off for a period longer than twelve (12) months. Seniority shall continue to accrue during any period of absence on leave authorized by the Employer.

- 13.05 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 subject to any restrictions that may be imposed on the employer/employees by the Legislature of the Province of New Brunswick.

Should the Employer merge, amalgamate, or combine any of its operations or functions with another employer, the Employer agrees that employees of similar classifications shall be remunerated at the higher rate of pay for the said classification.

- 13.06 TRANSFERS AND SENIORITY OUTSIDE THE BARGAINING UNIT - No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee does transfer to a position outside the Bargaining Unit, they shall lose all acquired seniority **twelve (12) months after leaving the Bargaining Unit**. If such an employee returns to the Bargaining Unit after twelve (12) months, they shall start out as a new employee in regards to seniority.

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 service. Therefore, in the event of a lay-off, employees having the required qualifications, shall be laid off in the reverse order to their seniority and shall be recalled in order of their seniority. Upon receipt of notice of recall by registered mail, the recalled employee shall declare their intention to return to work within fifteen (15) calendar days of receipt of the notice of recall. The Employer may fill a vacancy temporarily with an employee of lesser seniority.

In no case will an employee, classified as a seasonal employee, exercise seniority rights until seniority rights of any regular employee have been exhausted.

- 14.02 NOTICE OF LAY-OFF - The Employer shall notify the employees on the seniority list who are to be laid off at least ten (10) working days before the lay-off is to be effective and which is to coincide with the end of a week. If the laid off employee has not had the opportunity to work until the end of a week after notice of lay-off, he shall be paid in lieu of work for the part of the week during which work was not made available.
- 14.03 CONTINUATION OF BENEFITS - The Employer agrees to pay full coverage to the group insurance plans for up to three (3) months to laid off full time employees. In the event of a longer lay-off, employees so affected will be given the right to continue this coverage through direct payments for a period of time not to exceed twelve (12) months from the date that the lay-off commenced.
- 14.04 GRIEVANCE 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 - PROMOTIONS AND STAFF CHANGES

- 15.01 JOB POSTINGS - 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, locker rooms, shops and on all bulletin boards for a minimum of two (2) weeks in order that all members will know about the position and be able to make written application therefore.

The Employer agrees to send by registered mail on the day this is posted, a copy of the posting to all employees who may be on vacation, sick leave, courses, etc. It will be the responsibility of the employee to keep the Employer advised of their current address.

Job postings may occur externally for a two (2) week period, concurrent to the internal posting, however no external applications will be considered until all internal applications have been fully processed.

- 15.02 INFORMATION ON POSTINGS - Such notice shall contain the following information:

- nature of position;
- qualifications;
- required knowledge and education;
- skills;
- wage or salary rate or range;

The qualifications shall not be established in an arbitrary or discriminatory manner.

- 15.03 TRIAL PERIOD - The successful applicant shall be placed on a trial position for a period of one (1) month, and the promoted employee shall be paid the rate of pay for such higher position. In the event the applicant proves unsatisfactory in the position during the aforementioned trial period, he shall be returned to their former position without loss of seniority and any other employees promoted or transferred because of the re-arrangement of position shall also be returned to their former position without loss of seniority.
- 15.04 JOB TRAINING - The Employer shall inaugurate and maintain a system of "on the job" training so that every qualified employee as determined by the Employer shall have the opportunity of receiving training and qualifying for promotion, in the event of a vacancy arising to the position next senior to their own.
- 15.05 Promotions shall be determined by seniority and qualifications; qualifications being the deciding factor, where qualifications are equal seniority shall prevail.
- 15.06 PROMOTIONS REQUIRING HIGHER QUALIFICATIONS - In case of promotion requiring higher qualifications, the Employer shall give consideration to the senior employee who does not possess the required qualifications, but is preparing for qualification prior to filling a vacancy. Such employee will be given an opportunity to qualify within a reasonable length of time and to revert to their former position if the required qualifications are not met within such time.

ARTICLE 16 - HOURS OF WORK

16.01 The regular hours of work for all employees covered by this Agreement shall be forty (40) hours per week.

A regular shift shall be 8:00 am - 5:00 pm, from April 16th – November 14th. From November 15th to April 15th, the hours of work will be scheduled between 6:00 am – 5:00 pm.

16.02 WORKING CONDITIONS - No employee shall be required to perform any job which is not part of their regular duties. The Employer agrees to draw up job designations of each classifications in Appendix "A".

16.03 Schedules will be provided and a minimum of two (2) weeks' notice shall be given for a change in the schedule. The minimum notice may be less than two (2) weeks if mutually agreed between the supervisor and the employee(s) affected by the change.

ARTICLE 17 - OVERTIME

17.01 All time worked in excess of the hours and schedule prescribed in Articles 16.01 and 16.02 shall be paid for at the rate of time and one-half.

17.02 DISTRIBUTION OF OVERTIME - The opportunity to work overtime shall be offered equitably to regular employees provided that such employee possesses the requisite qualifications to perform the job. If no such employee with the requisite qualifications is available, then it shall be offered equitably to seasonal employees.

17.03 MEAL AND TRAVEL ALLOWANCE - Any member covered by this Agreement designated by the Employer or subpoenaed to appear as a witness at any court or otherwise designated to travel outside the municipality by the Employer shall be given meal and travel allowance in accordance with the Meal and Travel Allowance Policy.

Employees required to stay overnight will be given five dollars (\$5.00) for incidentals per day.

Any employee required to be on municipal business longer than five (5) calendar days shall receive ten dollars (\$10.00) for incidentals per day. Should the employee temporarily return to the Municipality after five (5) calendar days the ten dollars (\$10.00) per day incidental shall still apply.

- 17.04 **CALL OUT** - When an employee covered by this Agreement is called for any time outside their regular working hours and reports for duty, they shall be paid a minimum of four (4) hours at their overtime rate of pay. Employees called to work thirty (30) minutes prior to work shall receive one (1) hour's pay at the overtime rate.

A call out list shall be created for call out overtime opportunities based on seniority and classification. In cases of call out overtime, the Employer shall call employees in order of seniority with the required qualifications, noting where they stop on the list for that particular call out. In the next call out for overtime, using the same eligibility criterion, the Employer shall commence with the employee below the last name called on the previous call out.

When an employee is on shift and overtime work is required for that task beyond the regular shift, that employee shall be first offered the overtime work. Any work beyond the regular shift shall be paid time and a half for every hour worked. Should that employee refuse the overtime, the call out list shall be used.

- 17.05 **STAND BY** - Employees assigned to standby duty shall be paid a standby allowance equal to two (2) hours regular pay, at their current classification, per twenty-four (24) hour period. When assigned to standby duty, employees must remain available by phone, must respond to calls within 15 minutes, and must report for work within thirty (30) minutes under normal winter conditions when called in (unless a longer response time is approved by the Employer).

If due to illness, injury, or other valid reason, an employee will be unable to report for work if called during a period of standby duty, they must give notice of the circumstances and must justify their unavailability for standby duty in the same manner as if they were not able to report for a scheduled shift of work. Such employee shall notify the Employer before the standby period where possible, and in any event as soon as possible so that the Employer can assign an alternate person to standby duty if required. An employee thus unable to work shall not be entitled to standby pay for the period they is unable to report if called.

Standby pay is not paid during an employee's vacation. If contact cannot be made with an employee who is on standby duty, that employee is ineligible for standby pay for that day. It is the employee's responsibility to ensure that their contact information is kept current with the Employer so that they can be contacted when needed.

If an employee who is on standby duty fails to report to work when asked to do so in the case of emergency or is not available to be contacted, a reasonable explanation must be given.

If called into work from standby duty, the normal call-in provisions of Article 17.04 will apply.

- 17.06 **COURSES** - When an employee is away on course, all expenses shall be paid by the Employer and time off shall be provided to travel to the location. When travel is required on an employee's day off, their day off shall be rescheduled.

- 17.07 Overtime hours may be accumulated and banked by the employee at the overtime rate of time and one-half. Overtime may be banked to a maximum of five (5) days per annum. This banked overtime may be taken as pay or time off at the straight time equivalent given in lieu of overtime pay. The request for banked time to be paid out must be made by December 15th. Time off is to be taken only at a time which is mutually agreeable between the Employer and the employee.
- 17.08 The Employer will provide a meal allowance as defined in Article 17.03 for breakfast, lunch or dinner for those cases when the Employer requires the employee to work overtime during the usual breakfast, lunch or dinner hours.

ARTICLE 18 - HOLIDAYS:

- 18.01 The following shall be considered paid holidays:

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

and any day proclaimed by the Federal, Provincial or Municipal Government of the Town of Grand Bay-Westfield.

- 18.02 All employees:

1. who normally work a 5 day week shall have the holiday off with pay;
2. on shift work with normal day off falling on the holiday may take the day off or a day's pay;
3. Full time or seasonal employees required to work on any paid holiday set out in Article 18.01 shall be paid the overtime rate for all hours worked during the day and shall receive time off equivalent to the hours worked or an additional day off if the work exceeds the call out provision of four (4) in Article 17.04.

ARTICLE 19 - VACATIONS

19.01 In the first (1st) calendar year (January - December) the employee shall receive one (1) day of vacation with pay for each month of continuous service and this must be taken by December 31st of that calendar year.

In the second (2nd) calendar year and following one hundred eighty (180) days from date of hiring and each calendar year thereafter the employee shall receive fifteen (15) vacation days with pay; applicable to all employees.

In the sixth (6th) calendar year and each calendar year thereafter the employee shall receive twenty (20) vacation days with pay.

In the fifteenth (15th) calendar year and each calendar year thereafter the employee shall receive twenty-five (25) vacation days with pay.

In the twenty-fifth (25th) calendar year and each calendar year thereafter the employee shall receive thirty (30) vacation days with pay.

One week's vacation shall be understood to be five (5) working days or seven (7) calendar days.

19.02 In addition to an employee's regular working days, for the purpose of computing vacation entitlement, credit shall be given:

- (a) For days on which the employee is on vacation;
- (b) For days on which the employee is on leave of absence with pay granted pursuant to the terms of this Agreement;
- (c) For days on which the employee is on sick leave pursuant to the terms of this Agreement; and
- (d) For a period of up to one (1) year for days absent from work while drawing Workers' Compensation benefits
- (e) For a period of parental leave

Where a continuous period of absence from work on leave of absence without pay or suspension from duty, not in violation of Article 11.01, exceeds one-half (1/2) the number of working days in any month, no vacation credits shall accumulate for that month, but the employee shall retain any vacation credits accumulated prior to such leave or suspension from duty.

- 19.03 (a) VACATION PAY ON TERMINATION - An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- (b) VACATION PAY ON RETIREMENT - On retirement, an employee shall be entitled to the same vacation or vacation pay which they would have earned if they had continued in employment to the end of the calendar year.

- 19.04 PREFERENCE IN VACATION - Vacations shall be arranged between the employees and the Employer on or before April 30th of each year. Preference in choice of vacation dates shall be determined by seniority in each classification, only if vacation dates have been submitted by April 30th. Vacation carry over shall be subject to mutual consent and need to carry over.
- 19.05 VACATION SCHEDULE - Vacation schedules. shall be posted by May 31st of each year and shall only be changed by mutual agreement. The vacation year shall be from January 1st to December 31st of each year.
- 19.06 ILLNESS DURING VACATION - Sick leave shall be substituted for vacation where it can be established by the employee that an illness or accident occurred during their vacation, such illness or accident to have been sufficiently serious that it would normally have necessitated the employee remaining away from work. Medical Certificate required.
- 19.07 VACATION ENTITLEMENT FOR SEASONAL EMPLOYEES - Seasonal employees shall receive pro-rated vacation credits for periods of employment at a rate determined by their seniority. Seasonal employees shall receive improvements in vacation credit entitlements, pursuant to Article 19.01, after the completion of total annual days normally worked by a regular employee. If due to operational requirements a seasonal employee is unable to use their vacation credits prior to being laid off, they shall be paid out for any unused vacation credits.

ARTICLE 20 - SICK LEAVE

- 20.01 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, exposed to contagious disease, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- 20.02 AMOUNT OF SICK LEAVE - Sick leave shall be earned by the employee on the basis of one and one-half (1 1/2) days for every month of service.

20.03 For the purpose of computing sick leave accumulation, the following shall be counted as working days:

- (a) Days on which the employee is on vacation;
- (b) Days on which the employee is on leave of absence pursuant to the terms of this Agreement;
- (c) Days on which the employee is on sick leave pursuant to the terms of this Agreement;
- (d) For a period of up to one (1) year for days absent from work while drawing Workers' Compensation benefits; and
- (e) For a period of parental leave

Where a continuous period of absence from work on leave of absence without pay or suspension from duty, not in violation of Article 11.01, exceeds one-half the number of working days in any month, no sick leave credits shall accumulate for that month, but the employee shall retain any sick leave credits prior to such leave or suspension from duty.

20.04 DEDUCTION FROM SICK LEAVE - A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave defined above.

20.05 PROOF OF ILLNESS - An employee is required to fill out a certificate for any illness. A medical certificate will be provided if asked for during the illness.

20.06 SICK LEAVE RECORDS - After the close of each calendar year, the Employer shall advise each employee and the Union in writing of the amount of sick leave accrued to their credit.

20.07 SICK LEAVE WITHOUT PAY - Sick Leave without pay shall be granted for a period of up to twelve (12) months to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

20.08 UNAVAILABLE FOR WORK - When an employee is scheduled for work and for any reason will not be available, they shall notify the Employer as soon as possible.

20.09 ILLNESS IN THE FAMILY - Where no other than the employee can provide for the needs during illness of an immediate member of their family, an employee shall be entitled, after notifying their supervisor, to use a maximum of five (5) accumulated sick leave days per illness for this purpose.

20.10 SICK LEAVE FOR SEASONAL EMPLOYEES - Sick leave shall be earned by seasonal employees on the basis of one and one-half (1 1/2) days for every full month of service. If a seasonal employee works less than one-half (1/2) the number of working days in the month, they shall not accumulate any sick leave credits for that month, but shall retain any sick leave credits accumulated prior to that.

ARTICLE 21 - LEAVE OF ABSENCE

- 21.01 UNION BUSINESS - Where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay.
- 21.02 CONVENTIONS - Leave of absence without loss of pay shall be granted upon request to the Employer for one employee elected or appointed to represent the Union at conventions to a maximum of **ten (10) working days** per annum.
- 21.03 BEREAVEMENT LEAVE - **Five (5)** consecutive days off with pay shall be granted in the event of the death of an employee's father, mother, spouse, son, daughter, brother, sister, father-in-law, sister-in-law, brother-in-law, mother-in-law, grandparents, or any person living in the home of the employee.
- 21.04 EMERGENCY LEAVE - Employees shall be granted three (3) days leave of absence without loss of pay in the event of being left homeless through fire, flood, or any acts of nature.
- 21.05 GENERAL LEAVE - The Employer shall grant leave of absence without loss of pay or without loss of seniority to an employee requesting such leave for good and sufficient cause as mutually agreed.
- 21.06 EDUCATIONAL LEAVE - The Employer agrees to grant leave of absence with pay and without loss of seniority to any employee selected by the Employer for any advancement in the employee's work area.
- 21.07 NEGOTIATIONS PAY - Representatives of the Union shall not suffer any loss of pay, benefits or seniority for total time involved in negotiations with the Employer, during regular working hours.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

- 22.01 PAY DAYS - The Employer shall pay salaries and wages every week at noon on Thursday in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay day, every employee shall be provided with an itemized statement of their wages and deductions. If a regular pay falls on a holiday, pay shall be received earlier. Pay periods shall **start Monday at 12:00 am and terminate Sunday at 11:59 pm.**
- 22.02 PAY DURING TEMPORARY TRANSFERS – Any employee temporarily assigned to cover off or fill a higher paying position for a period of **one (1) day** or more, shall receive the higher rate retroactive to the day such work commenced. Employees required to fill temporarily a position for which a lower rate than that paid for such employee has been established, shall not suffer any reduction in pay for reason thereof. These temporary transfers shall be at the discretion of the Employer.

- 22.03 VACATION PAY - Employees shall receive on the last office pay preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation, notwithstanding vacation requests made within three (3) days of a pay day.
- 22.04 LEGAL FEES - The Employer shall pay all legal and court costs for any action initiated against an employee by virtue of the performance of their duties.
- 22.05 EDUCATIONAL COURSE - The Employer shall pay the full cost of any course of instruction plus all reasonable expenses for an employee to better qualify themselves to perform their job, as assigned and approved by the Employer.
- 22.06 OVERTIME PAY - In accordance with Article 17, the Employer agrees that an employee who desires their accumulated overtime pay shall submit a written request thirty (30) days prior. All accumulated overtime pay must be paid by December 31st of each year.
- 22.07 CHANGES IN CLASSIFICATIONS - The rate of pay for any position not covered by Appendix "A" which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the rate of pay of the job in question, such dispute shall be submitted to negotiation and binding arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 23 - EMPLOYEE BENEFITS

- 23.01 (a) Group Life Insurance shall be two (2) times the employee's salary, with double indemnity. Shall be paid one hundred percent (100%) by the Employer with provisions required re: insurability of persons over sixty-five (65) years and will be effective April 1981.
- (b) Long Term Disability - The Union shall pay one hundred percent (100%) for union employees.
- (c) Assumption Life Group Plan, Class B, Contract No. 2500-037 in conjunction with the NB Municipal Advisory Corporation Inc., (copy of specifics attached as Schedule "A"), or comparable plan as mutually agreed - The Employer shall pay seventy-five percent (75%) and the Union shall pay twenty-five percent (25%), to be effective January 1, 2000.
- (d) Seasonal employees will have the option, once a year during the first week of April, to join the health and/or dental benefit plans of the Employer, to become effective the following month. The Employer will deduct a monthly amount from the employee's weekly pay to cover the benefit premiums while the employee is on lay off. During the periods of layoff, the seasonal employees will be responsible for both the Employer and employee portion of the premiums.
- (e) Pension - As per New Brunswick Municipal Employees Pension Plan established March 1, 1979.

23.02 WORKERS' COMPENSATION - All employees are subject to the provisions of the *Workers' Compensation Act*. The Employer shall not be required to pay sick leave while the employee is receiving benefits under the *Workers' Compensation Act*.

ARTICLE 24 - SAFETY AND HEALTH

24.01 CO-OPERATION ON SAFETY - The Employer shall observe all reasonable precautions and provide all safety devices or appliances that may be reasonable, that may be required for the ample protection of employees. All employees shall co-operate with the Employer in the prevention of accidents.

ARTICLE 25 - JOB SECURITY

25.01 The Employer may, in its sole discretion, increase or decrease the number of employees in the workforce, provided that the Employer agrees to maintain a regular workforce of three (3) employees (two (2) skilled labourers, and one (1) utility worker) in the Works Department during the entire term of this Agreement.

25.02 The Employer agrees that there shall be no reduction of the regular workforce below three (3) employees by the sub-contracting of work normally performed by the employees within the Bargaining Unit.

ARTICLE 26 - CLOTHING

26.01 All employees shall receive five hundred dollars (\$500.00) per year clothing issue. Contaminated clothing will be replaced by the Employer as required.

ARTICLE 27 - GENERAL CONDITIONS

27.01 NO STRIKE OR LOCKOUT - The Union agrees that there shall be no strike, slowdowns or interruption of work and, the Employer agrees that there shall be no lockout of members of the Union during the term of this Agreement.

27.02 CHANGES IN AGREEMENT - Any changes deemed necessary in this Agreement may be made by mutual agreement in writing between the parties at any time during the existence of this Agreement.

ARTICLE 28 - COPIES OF AGREEMENT

28.01 COPIES OF THE AGREEMENT - The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Employer shall print sufficient copies of the Agreement with no cost to the Union or its members.

ARTICLE 29 - DURATION

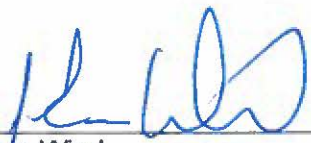
29.01 (a) **TERM OF AGREEMENT** – This Agreement shall be in effect and binding on the parties hereto from January 1, 2023 for a period of **thirty (30)** months expiring on **June 30, 2025** and thereafter to continue in force from year to year unless notice in writing is given **within one hundred twenty (120) days** terminating on **June 30, 2025** or before in any year thereafter by either party to the other of a desire to amend the existing working agreement or negotiate a new working agreement.

(b) 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.


29.02 This Agreement shall be binding, not only upon the parties to the Agreement but also upon their successors or heirs.

IN WITNESS WHEREOF the Employer has hereunder affixed its Corporate Seal and has caused these presents to be executed by the duly authorized officers and Local 2404 of the Canadian Union of Public Employees has caused these presents to be executed by its duly authorized officers.

SIGNED this 13 day of December, 2023.



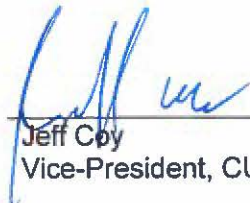
Jeff Ennis-Wind
Chief Administrative Officer



Peter Jones
President, CUPE Local 2404



Brittany Merrifield
Mayor



Jeff Coy
Vice-President, CUPE Local 2404



Seal

APPENDIX "A"

WAGES

Wages increases shall be in accordance with the following:

January 1, 2023 4.5%
January 1, 2024 4%
January 1, 2025 4%

Wages shall be paid retroactive to January 2, 2023.

The following table represents the wage increases above. If there are any inaccuracies in these tables, the percentages and adjustment outlined above will govern.

	January 1, 2023	January 1, 2024	January 1, 2025
Classification	4.5%	4%	4%
Utility Worker	65,552	68,174	70,901
Skilled Labourer	56,908	59,184	61,551
Labourer	46,775	48,646	50,592

Employees shall receive a payment for seniority recognition on the following years of service, paid out in February of that year:

3 years seniority - \$600
9 years seniority- \$900
15 years seniority- \$1200
20 years seniority- \$1500



LETTER OF AGREEMENT

Re: Domestic Violence

The parties agree to the following:


DOMESTIC VIOLENCE

- a) The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- b) Workers experiencing domestic violence will be able to access five (5) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval. A medical report or a confirmation report from police will be requested to verify domestic abuse has occurred, this report will be submitted to the Chief Administrative Officer. Once an employee has been granted 5 days of leave under this article, any future requests will be at the discretion of the employer.
- b) Confidentiality – All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

SIGNED this 17 day of March, 2023.




Jeff Enns-Wind
Chief Administrative Officer



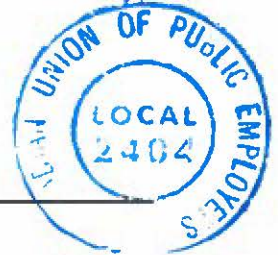
Peter Jones
President, CUPE Local 2404



Brittany Merrifield
Mayor



Jeff Coy
Vice-President, CUPE Local 2404



Seal

LETTER OF AGREEMENT

Re: Violence in the Workplace

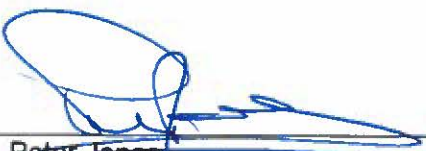
The parties agree to the following:

The Employer and Union will work to address any issues of violence in the workplace. Matters arising from this will be discussed at both Labour Management and Health & Safety meetings.

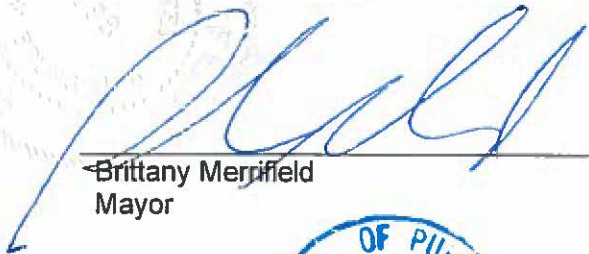
SIGNED this 13 day of October, 2023.



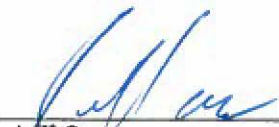
Jeff Enns-Wind
Chief Administrative Officer




Peter Jones
President, CUPE Local 2404



Brittany Merrifield
Mayor



Jeff Coy
Vice-President, CUPE Local 2404

Seal 



LETTER OF AGREEMENT

Re: Recognition of Vacation for Seasonal Employees

It is agreed that the following seasonal employees will be entitled to pro-rated vacation with pay at the following accrual rate, starting January 1, 2023:

David Ingraham – 2 ¹/₁₂ days per calendar month


Jack Alward – 1 ²/₃ days per calendar month

Greg Connolly - 1 ¹/₄ days per calendar month

SIGNED this 13th day of March, 2023.




Jeff Enns-Wind
Chief Administrative Officer



Peter Jones
President, CUPE Local 2404



Brittany Merrifield
Mayor



Jeff Coy
Vice-President, CUPE Local 2404



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