

COLLECTIVE AGREEMENT

between

MUNICIPALITY OF EASTERN CHARLOTTE



and

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

January 1, 2024 - December 31, 2027

TABLE OF CONTENTS

ARTICLE 1 PREAMBLE	1
ARTICLE 2 MANAGEMENT RIGHTS	1
2.03 Union Officers and Committee Members	2
ARTICLE 3 RECOGNITION	2
ARTICLE 4 DEFINITIONS	2
ARTICLE 5 NO DISCRIMINATION	3
ARTICLE 6 UNION SECURITY	3
6.02 New Employees	3
ARTICLE 7 CHECK-OFF OF UNION DUES	4
7.01 Check-off	4
7.02 Deductions	4
7.03 Dues Receipts	4
ARTICLE 8 CORRESPONDENCE	4
ARTICLE 9 BARGAINING MANAGEMENT RELATIONS	4
9.01 Representation	4
9.02 Representative of Canadian Union of Public Employees	5
9.03 Employer Representatives	5
9.04 Labour Management Committee	5
ARTICLE 10 GRIEVANCE PROCEDURE	5
10.01 Definition of a Grievance	5
ARTICLE 11 DISCHARGE, SUSPENSION AND DISCIPLINE	6
11.01 Discharge, Suspension and Discipline	6
11.02 Warnings	7
11.03 Unjust Suspension or Discharge	7
ARTICLE 12 ARBITRATION	7
ARTICLE 13 SENIORITY	7
13.01 Seniority Defined	7
13.02 Seniority List	8
13.03 Loss of Seniority	8
13.04 Retention of Seniority Rights	8
13.05 Transfers and Seniority Outside Bargaining Unit	8

ARTICLE 14 LAY-OFF AND RECALL PROCEDURE	8
14.01 Lay-off and Recall Procedure	8
14.02 Notice of Lay-off	9
14.03 Grievances on Lay-offs	9
ARTICLE 15 JOB POSTING	9
15.02 Information on Postings	9
ARTICLE 16 HOURS OF WORK	10
ARTICLE 17 OVERTIME RATES	10
17.02 Overtime	10
ARTICLE 18 CALL OUT	11
18.02 Standby Pay	11
ARTICLE 19 LEGAL HOLIDAYS	11
ARTICLE 20 VACATION	12
20.01 Length of Vacation	12
20.03 Vacation Pay on Termination	12
20.04 Preference in Vacation	12
20.05 Vacation Schedule	12
20.06 Hospitalized during Vacation	12
ARTICLE 21 SICK LEAVE	13
21.01 Sick Leave Defined	13
21.02 Amount of Sick Leave	13
21.03 Proof of Illness	13
21.04 Advancement of Sick Leave	13
21.05 Illness in the Family	13
21.06 Sick Leave Records	13
21.07 Modified Work Program	13
21.09 Sick Leave Pay-out	14
ARTICLE 22 UNION BUSINESS & CONVENTIONS	14
ARTICLE 23 LEAVE OF ABSENCE	14
23.01 Bereavement Leave	14
23.02 Mourner's Leave	14
23.03 Emergency Leave	15
23.04 Maternity Leave	15

ARTICLE 24 TEMPORARY ASSIGNMENT	15
ARTICLE 25 SAFETY	15
ARTICLE 26 CLOTHING ISSUE	16
ARTICLE 27 PAID JURY OR COURT WITNESS DUTY LEAVE	16
ARTICLE 28 PAYMENT OF WAGES AND ALLOWANCES	16
28.01 Payment of Wages and Allowances	16
28.02 Vacation Pay	17
28.03 Classifications	17
28.04 Workers' Compensation	17
28.06 Meal Allowances	17
ARTICLE 29 BENEFIT PLANS	18
29.01 Group Health Plan.....	18
29.02 Group Life Insurance	18
29.03 Pension Plans	18
ARTICLE 30 CONTRACTING OUT	18
ARTICLE 31 GENERAL CONDITIONS	18
31.02 Changes in Agreement	18
31.03 Copies of the Agreement.....	18
31.05 Legal Fees	19
ARTICLE 32 TERM OF AGREEMENT	19
SCHEDULE "A"	20
LETTER OF AGREEMENT RE: WAGE INCENTIVE PREMIUM	21
LETTER OF AGREEMENT RE: SHIFT PREMIUMS	22

THIS AGREEMENT made this ____ day of June 2025

BETWEEN.

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

AND

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

ARTICLE 1 PREAMBLE

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

ARTICLE 2 MANAGEMENT RIGHTS

- 2.01 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 Article 3.01 shall be required or permitted to make any written or verbal agreement with the Employer which conflicts with the terms of this Collective Agreement.

3.03 Work of Bargaining Unit

a) The Employer agrees that persons whose jobs (paid or unpaid) are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except as provided for in b) following and in Article 30.

b) The Employer agrees that should the Municipality receive grants to carry out projects in the Municipality, the acquisition of said grants shall not result in the lay-off of any regular employee.

ARTICLE 4 DEFINITIONS

4.01 "Employee" means any person who is employed in the Bargaining Unit.

4.02 "Probationary Period" means the initial period of employment during which an employee is evaluated. The probationary period shall be three (3) months from the date of hire.

4.03 A "lay-off" is defined as a temporary, prolonged or final separation from employment, a result of lack of work.

4.04 "Emergency" is something not known twelve (12) hours in advance.

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

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

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

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

ARTICLE 5 NO DISCRIMINATION

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

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

ARTICLE 6 UNION SECURITY

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

6.02 New Employees

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

ARTICLE 7 CHECK-OFF OF UNION DUES

7.01 Check-off

The Employer shall deduct and forward to the Secretary-Treasurer of the Union monthly dues of all employees who have been employed for a minimum of thirty (30) days, accompanied by a list of the names of all employees from whose wages the deductions have been made.

7.02 Deductions

The Employer agrees to make such deductions from the first pay of each month and forward the same to the Secretary-Treasurer of the Union not later than the twenty-fifth (25) day of the same month, together with a list of all employees from whose wages the deductions have been made.

7.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each union member in the previous year.

ARTICLE 8 CORRESPONDENCE

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

Recording Secretary CUPE Local 2818

and in the case of the Employer to:

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

ARTICLE 9 BARGAINING MANAGEMENT RELATIONS

9.01 Representation

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

- 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 **Labour Management 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 Municipal Council. The Municipal Council shall reply to the grievance in writing to the employee within fourteen (14) calendar days from the date which the grievance was presented to the Municipal Council. Should the employee not receive a reply or satisfactory settlement of his grievance within fourteen (14) calendar days from the date on which he presented his grievance to Council, the employee can proceed to arbitration within thirty (30) calendar days of the date on which he should have received a reply from the Municipal Council.

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

ARTICLE 11 DISCHARGE, SUSPENSION AND DISCIPLINE

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

11.02 Warnings

Whenever the Employer deems it necessary to deliver a verbal warning to an employee in a manner indicating that further discipline up to dismissal may follow, the Employer shall within five (5) days thereafter give written particulars of such warning, to the Union, with a copy to the employee involved.

11.03 Unjust Suspension or Discharge

When it has been determined through discussion during the grievance procedure that an employee has been disciplined by suspension without pay or by discharge without just cause and the matter has been settled to the satisfaction of both parties, the employee shall be immediately reinstated in 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.

11.04 Before any warning, written or verbal, or disciplinary action can be placed on an employee's record, he shall be advised and provided with an opportunity to appear before the Employer or their delegate and have an opportunity to defend him/herself.

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

ARTICLE 12 ARBITRATION

12.01 The provisions of the *Industrial Relations Act* and regulations of the Province of New Brunswick shall apply to grievances lodged under the terms of this Agreement.

12.02 In any case, including cases arising out of any form of discipline or the loss of any remuneration benefit or privilege, the Arbitrator or Board of Arbitration, as mutually agreed, shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, as the Board may determine appropriate to finally settle the issues between the parties, as per the terms of this contract, and may give retroactive effect to its decision.

ARTICLE 13 SENIORITY

13.01 Seniority Defined

Seniority is measured by continuous length of service. Seniority dates from the employee's first day of work.

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, 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 resigned or quits;
- c) they are absent from work in excess of five (5) working days without notifying the Employer, unless such notice was not reasonably possible;
- d) after lay-off, they fail 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 their current address;
- e) if laid-off for a period of twelve (12) months or longer.

13.04 Retention of Seniority Rights

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

13.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without his consent. If an employee does transfer to a position outside the Bargaining Unit, they 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, provided that the employee is qualified to perform the required work. Employees shall be recalled in the order of their seniority, provided they are qualified to perform the required work. No new employees will be hired to positions within the Bargaining Unit until all qualified employees on lay-off have been given the opportunity of recall. Upon receipt of notice of recall by registered mail, the recalled employee shall return to work within fourteen (14) calendar days of receipt of the notice of recall. The Employer may fill a vacancy temporarily with an employee of lesser seniority. Should an employee

require additional time prior to returning to work they 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, they 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 Shift: Working schedule to be determined by the Employer.

ARTICLE 17 OVERTIME RATES

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

17.02 Overtime

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

Overtime shall be calculated as follows:

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

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

17.03 Overtime banked between January 1st and December 31st in any year shall be taken as lieu time or paid out by May 30th of the following year. There is no maximum on the number of hours that can be banked, however no more than sixty-four (64) hours may be carried beyond December 31st of the year in which they were accrued. Application for banked time off shall be made to the Employer not less than three (3) working days prior to the time off sought. The granting of such time off shall be at the discretion of the Employer subject to operational requirements. Overtime may be used to replace unpaid sick hours where requested by the employee.

ARTICLE 18 CALL OUT

18.01 Call outs shall be done as equally as possible between the employees on a rotating basis. Call outs shall be paid a minimum of three (3) hours at the prevailing overtime rate and shall be consistent with Article 17.02. Call outs will not apply to hours worked within one and one half (1 1/2) hours prior to the employee's regular scheduled shift or to hours worked immediately following the employee's regular scheduled shift. A meal break following the employee's shift will not justify a call out if employee is asked to return to work immediately following meal break. Employees must receive notice to return to work following meal break before the end of their shift. Employees qualify for a maximum of one (1) call out per calendar day.

18.02 Standby Pay
Employees in the Bargaining Unit who are required to be on "standby" shall be compensated at the rate of three (3) hours pay per eight (8) hours on "standby". The Chief Administrative Officer will notify employees if they are required to be on "standby".

ARTICLE 19 LEGAL HOLIDAYS

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

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

And all other days approved as public holidays by proclamation of the Governor-General of Canada, the Lieutenant-Governor of the Province of New Brunswick or the Municipality.

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

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

ARTICLE 20 VACATION

20.01 Length of Vacation

Employees shall receive vacation credits on the following basis:

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

- 20.02 All vacation pay to be as regular weekly earnings. Holiday pay, overtime, call-out pay, etc. is not included.

20.03 Vacation Pay on Termination

An employee terminating 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.

20.04 Preference in Vacation

Vacations shall be arranged between the employees on or before March 31st of each year subject to the approval of the Employer. Preference in choice of vacation dates shall be determined by seniority of service. No vacation shall be carried over from one year to the next, except by mutual agreement of the parties, to a maximum of five (5) days.

20.05 Vacation Schedule

Vacation schedules shall be posted by March 31st of each year and shall not be changed except by mutual agreement. The vacation year shall be from January 1st to December 31st of each year.

20.06 Hospitalized during Vacation

An employee who while on vacation becomes hospitalized will not use vacation credits, but use sick leave for the time spent in hospital. A medical certificate may be provided, if requested by the Employer.

20.07 Compensation for Holidays falling within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed upon.

- 20.08 Employees requesting a single day's vacation shall make such request to the Employer no less than forty-eight (48) hours prior to the day the employee requests to take as vacation.

ARTICLE 21 SICK LEAVE

- 21.01 Sick Leave Defined
Sick leave means the period of time when an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- 21.02 Amount of Sick Leave
Sick leave shall be earned by the employee on the basis of one and one half (1 1/2) days for every month of service up to a maximum of two hundred and forty (240) days. The Employer agrees to begin accumulating from January, 1983.
- 21.03 Proof of Illness
A medical certificate will be provided from a doctor chosen by the Employer if asked for during the illness.
- 21.04 Advancement of Sick Leave
An employee who has completed at least two (2) years of service and has exhausted their 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 their family (as defined in Article 23.01), an employee shall be entitled, after notifying their 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 their credit.
- 21.07 Modified Work Program
Employees of the Bargaining Unit agree to participate in the modified work program, as outlined in the two documents constituting Schedule "A" to this Agreement.
- 21.08 Sick pay to become effective on day that the Employer is notified of illness. Upon returning from sick leave, the employee is required to sign their sick leave record, which is kept by their Department Head.

21.09 Sick Leave Pay-out

Upon retirement due to disability or age, layoff or upon the death of the employee, the employee and/or their beneficiary will be paid any accumulated banked sick leave to a maximum of one hundred and twenty (120) hours.

ARTICLE 22 UNION BUSINESS & CONVENTIONS

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

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

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

ARTICLE 23 LEAVE OF ABSENCE

23.01 Bereavement Leave

a) In the event of the death of employee's parent, spouse, son/daughter, brother, sister, grandchild, grandparent; an employee shall be granted seven (7) regularly scheduled consecutive days leave with pay.

b) In the event of the death of employee's father/mother-in-law, brother/sister-in-law, son/daughter-in-law; an employee shall be granted three (3) regularly scheduled consecutive days leave with pay.

c) In the event of the death of an employee's aunt or uncle, niece or nephew, the employee shall be granted one (1) day leave on the day of the funeral.

b) Should the burial take place outside the Province, the employee may apply for travelling time which shall be up to two (2) additional days of bereavement leave.

23.02 Mourner's Leave

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

23.03 Emergency Leave

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

23.04 Maternity Leave

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

ARTICLE 24 TEMPORARY ASSIGNMENT

24.01 An employee required to temporarily fill a position with a higher rate than that of their regular work shall receive the higher rate while so employed for a minimum of four (4) hours.

24.02 An employee required to temporarily fill a position with a lower rate of pay than that of their regular work shall not suffer any reduction in pay for the first thirty (30) days of said temporary assignment.

ARTICLE 25 SAFETY

25.01 The Union and the Employer shall co-operate in continuing and perfecting all safety measures now in effect.

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

25.03 The Employer and the Union agree to abide by the provision of the New Brunswick *Occupational Health and Safety Act*.

ARTICLE 26 CLOTHING ISSUE

- 26.01 a) The Employer will supply, through direct billing accounts or reimbursement, each employee up to seven hundred and fifty dollars (\$750) each year for the purchase of work wear. Purchases must be related to the work being done by the employee and in order to be reimbursed, receipts must be submitted. In addition, the Employer will provide two (2) pairs of summer coveralls for sewage treatment work.
- b) The Employer will supply the following safety equipment, if required, towards the performance of the tasks by the employee:
- One (1) safety hat
 - One (1) pair of safety glasses
 - One (1) safety vest
 - One (1) rain suit
 - One (1) pair of winter and summer gloves
 - One (1) pair of winter and summer rubber gloves
- c) The safety equipment in b) will remain the property of the Employer. The Employer will replace worn, torn or broken safety equipment that has been returned.

ARTICLE 27 PAID JURY OR COURT WITNESS DUTY LEAVE

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

ARTICLE 28 PAYMENT OF WAGES AND ALLOWANCES

- 28.01 Payment of Wages and Allowances
- a) Pay Days - The Employer shall pay salaries and wages weekly on a Tuesday 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 their wages and deductions. Where a regular payday falls on a holiday, pays shall be received the following banking day.

- b) Method of Payment - Employees may, at the option of the Employer, be paid by direct bank deposit or equivalent means or by pay cheque. Employees who do not wish to be paid by direct bank deposit or equivalent must so advise the Employer and will then be paid by cheque. Whether payment is by direct bank deposit or equivalent or by cheque, pay will be issued in accordance with Article 28.01a)

28.02 Vacation Pay

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

28.03 Classifications

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

28.04 Workers' Compensation

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

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

28.06 Meal Allowances

- a) Any employee who is required by the Employer to work through the lunch period shall receive either overtime or one and a half (1 ½) times off for the lunch period, to be taken at a mutually convenient time.

- b) The Employer will reimburse each employee **fifteen** dollars (**\$15**) for breakfast if called in prior to 6:30 a.m., **twenty** dollars (**\$20**) for lunch if required to work through the lunch period and **thirty** dollars (**\$30**) if required to work overtime past 6:30 p.m.

On weekends and holidays reimbursement for meals will only be claimed if actual time worked is four (4) hours or more. All such requests must be authorized by the Chief Administrative Officer.

ARTICLE 29 BENEFIT PLANS

29.01 Group Health Plan

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

29.02 Group Life Insurance

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

3 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.

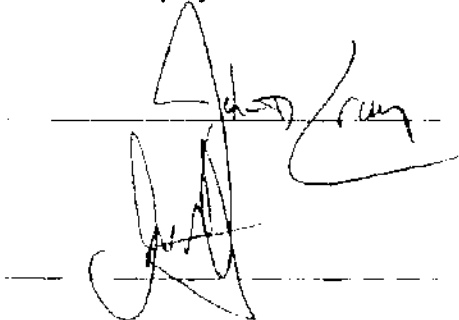
ARTICLE 32 TERM OF AGREEMENT

32.01 This Agreement shall be effective January 1, 2024 to December 31, 2027 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by given written notice to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the expiry of this Agreement or any renewal thereof.

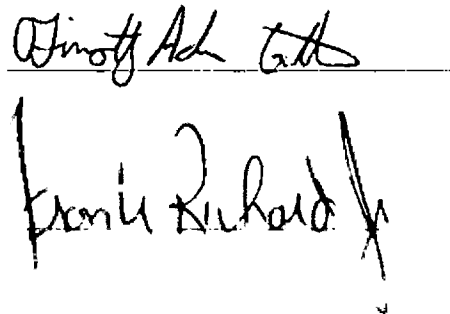
32.02 Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new agreement is signed, or the right to strike occurs, whichever occurs first.

SIGNED, SEALED AND DELIVERED this 13 day of June, 2025 IN THE PRESENCE OF:

For the Employer



For the Union



SCHEDULE "A"

	Jan. 1, 2024	Jan. 1, 2025	Jan. 1, 2026	Jan. 1, 2027
	5%	4%	4%	4%
Public Works Foreman	\$34.27	\$35.64	\$37.07	\$38.55
Village Arena Foreman	\$31.31	\$32.56	\$33.87	\$35.22
Operator/Labourer	\$29.39	\$30.57	\$31.79	\$33.06

- Wages will be paid retroactive to January 1, **2025**.
- Part-time employees will be paid the rate of the classification they work in.

LETTER OF AGREEMENT

between

Municipality of Eastern Charlotte

and

CUPE Local 2818

Re: Wage Incentive Premium

The parties agree to implement a wage Incentive premium, that reflects acquired training certifications, to incentivize employees increasing their qualifications to meet ongoing operational requirements of the Municipality.

Full-time employees shall receive a wage incentive premium on top of their regular wage (including the annual general economic increase) for successfully obtaining the following:

1. Water Distribution (WD) Certified Operator: Class 1
2. Wastewater Collection (WWC) Certified Operator: Class 1
3. Road Safety for Canadian Practitioners: Module 1 – Foundations of Road Safety

The Employer shall fund all training and expenses incurred by full-time employees while obtaining the desired training certifications.

The Employer shall make training opportunities and education available to all full-time employees. No training opportunities shall be withheld from any full-time employee.

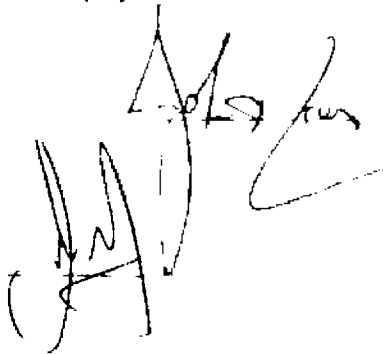
Upon successful completion, the wage incentive premium shall be added to the employee's rate of pay on a go forward basis.

The Employer shall provide the Union with an updated rate of pay list for employees upon request.

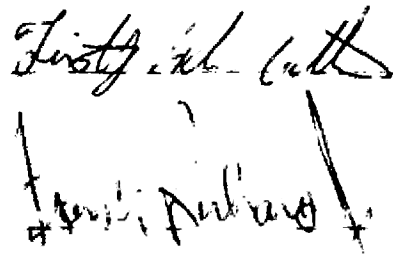
The parties agree that this shall be done by December 31, 2025. All incentive premiums shall be paid retroactive to January 1, 2025

Signed this 13 day of June 2025

For the Employer



For the Union



LETTER OF AGREEMENT

between

Municipality of Eastern Charlotte

and

CUPE Local 2818

Re: Shift Premiums

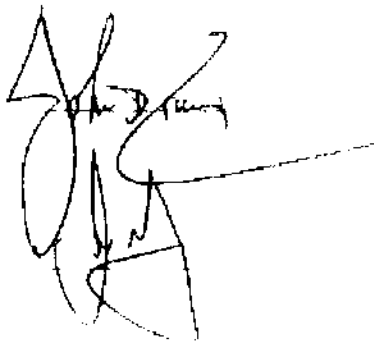
Whereas employees are being required to work in the arena and are missing out on overtime opportunities, it is the Union's desire to have a shift premium added to evening hours of work from 3 pm onward.

Whereas the Employer continues to look at evening operations and the possibility of adding a full-time position in the arena, the Employer will endeavor to make a decision on whether or not it will add a position to the arena by September 1, 2025.

If at that time no decision is made, the Parties shall meet to discuss implementing a shift premium for those required to work in the arena.

Signed this 13 day of June 2025

For the Employer



For the Union

